

11-22-2002

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): M&D 11-12-02 CCX, inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Congress Financial Corporation (Southern) Internal Address: Suite 1500 Street Address: 200 Galleria Parkway City: Atlanta State: GA Zip: 30339 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Georgia [] 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 [x] Security Agreement [] Change of Name [] Other Execution Date: November 6, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/792059 73/358699 B. Trademark Registration No.(s) 931633 1,358,045 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: LaShana C. Jimmar, Paralegal Internal Address: Paul, Hastings, Janofsky & Walker LLP Street Address: 600 Peachtree Street Suite 2400 City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41): \$ 105.00 [x] Enclosed 105 E [x] Authorized to be charged to deposit account, 8. Deposit account number: 16-0752

DO NOT USE THIS SPACE

9. Signature. LaShana C. Jimmar, Paralegal Name of Person Signing [Signature] Signature November 12, 2002 Date [8] Total number of pages including cover sheet, attachments, and document:

OFFICE OF PUBLIC RECORDS NOV 12 AM 11:32 FINANCE SECTION

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

11/21/2002 6TON11 00000091 160752 75792059 01 FC:8521 02 FC:8522 10.00 CH 40.00 DP 65.00 DP

TRADEMARK REEL: 002620 FRAME: 0721

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), entered into as of the 6th day of November, 2002, by and between CCX, INC., a Delaware corporation ("Grantor"), and CONGRESS FINANCIAL CORPORATION (SOUTHERN), a Georgia corporation, as lender ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of this 6th day of November, 2002 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Grantor and Lender, Lender has agreed to make certain loans and other financial accommodations to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, it is a condition precedent to the extension of credit under the Loan Agreement that Grantor shall have granted the security interest contemplated by this Agreement;

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

1. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein without definition shall have the respective meanings ascribed those terms in the Loan Agreement.

2. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names, all of which are listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Grantor's business symbolized by

the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names, together with the items described in clauses (a)-(e) in this paragraph 2(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks.

3. Grantor agrees that it will not, without Lender's prior written consent, enter into any agreement, including without limitation any license agreement, that is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including without limitation licensees, or fail to take any action, that would in any material respect affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights associated with the Trademarks.

4. Grantor authorizes Lender to modify this Agreement by amending Schedule 1 to include any future trademarks, service marks, trademark applications, service mark applications or registrations or domain names that are or may become Trademarks hereunder and to record such modifications (or notice thereof) in the United States Patent and Trademark Office or with other applicable recording or filing office within the United States or any state thereof at the expense of Grantor as Lender shall determine in its sole discretion. Grantor agrees to execute any and all instruments (including individual security agreements) necessary to confirm such amendment or to enable such recording.

5. Grantor agrees (i) not to abandon any Trademark without the prior written consent of Lender, and (ii) to take all action necessary to maintain in force any registration of the Trademarks in the United States Patent and Trademark Office and in any other jurisdiction within the United States or any state thereof in which it is registered, including (without limitation) any filing, to the extent permitted and authorized by law, any declarations under Sections 8 and 15 of the Trademark Act of 1946 (Lanham Act) and any renewals thereunder, with respect to the Trademarks. Any expense with regard to the foregoing shall be borne and paid by Grantor.

6. Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Lender for all reasonable costs and expenses actually incurred by Lender in the exercise of its rights under this paragraph 6 (including, without limitation, the reasonable fees and expenses of attorneys, paralegals and other professionals for Lender).

7. (a) Grantor hereby irrevocably designates, constitutes and appoints Lender (and all officers and agents of Lender designated by Lender in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in Grantor's or Lender's name, to take any action and execute any instrument necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as Lender deems in its best interest provided that the foregoing appointment of Lender as Grantor's attorney-in-fact and authorizations shall only be effective upon the occurrence or during the continuation of an Event of Default. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof while such power of attorney is in effect. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or any other Financing Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and the election by Lender to exercise any of its remedies under the Uniform Commercial Code as in effect in the State of Georgia with respect to the Trademarks, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks to Lender or any transferee of Lender and to execute and deliver to Lender or any such transferee all such agreements, documents and instruments as may be necessary, in Lender's sole discretion, to effect such assignment, conveyance and transfer. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Financing Agreements. Grantor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least five (5) days, if such notice is given by facsimile or eight (8) days, if such notice is given by mail before such disposition provided, however, that Lender may give any shorter notice that is commercially reasonable under the circumstances.

8. Upon the satisfaction in full in cash of the Obligations and the termination of the credit facility under the Loan Agreement, Lender shall execute and deliver to

Grantor all instruments as may be reasonably necessary or proper to remove and terminate the security interest, and to reassign to Grantor any and all right, title and interest in the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof that may have been made by Lender pursuant hereto.

9. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. This Agreement is subject to modification only by a writing signed by the parties.

11. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

12. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original, executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original, executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

13. This Agreement shall be construed according to the internal laws of the State of Georgia, without regard to the conflict of laws principles thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lender and Grantor have caused this Agreement to be duly executed as of the day and year first above written.

LENDER

CONGRESS FINANCIAL CORPORATION
(SOUTHERN), a Georgia corporation

By: Virginia Kinsack

Title: First Vice President

GRANTOR

CCX, INC., a Delaware corporation

By: Justin Aguilar

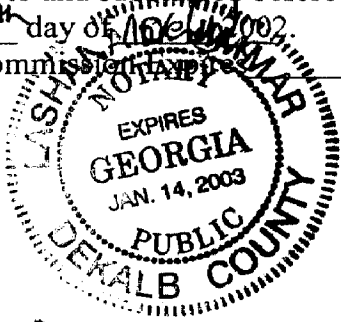
Title: President and Chief Executive Officer

NOTARY PUBLIC

[Signature]

Sworn to and subscribed before me
this 6th day of November, 2002

My Commission Expires _____

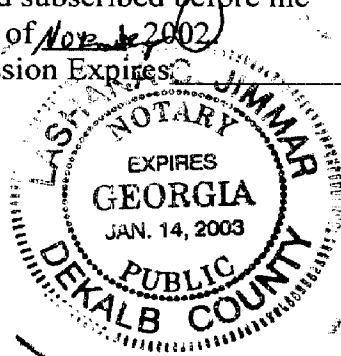


NOTARY PUBLIC

[Signature]

Sworn to and subscribed before me
this 6th day of November, 2002

My Commission Expires _____



**SCHEDULE 1
TO
TRADEMARK AGREEMENT**

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
STARLIFE & Design	802937	February 1, 1966	February 1, 1996
Design Only	802938	February 1, 1966	February 1, 1996
STARALUM HANOVER STAR BRAND & Design	802939	February 1, 1966	February 1, 1996
MINI-ROLLS	906472	January 26, 1971	January 26, 2011
BAYCOR (in the name of Nicolon Corp.)	1216764	November 16, 1982	November 16, 2012
FLORIDA GLASS	1379188	January 21, 1986	January 21, 2006
WALL-SPAN	1853071	September 6, 1994	September 6, 2004
PAW PROOF	2360952	June 20, 2000	June 20, 2010
SUNSHIELD	2634710	July 23, 2001	October 15, 2012

<u>Pending Trademark Application</u>	<u>Application/Serial Number</u>	<u>Filing Date</u>
SUN SHIELD	75/792059	September 2, 1999 (abandoned on 9/23/00 but revived on 5/22/02)

<u>Inactive Applications/Registrations</u>	<u>Application Serial/Registration No.</u>	<u>Abandonment/Cancellation Date</u>
*U-FLEX	73/358699	Abandoned on July 3, 1984
**STARGLAS	931633	January 11, 1993
***SOLAR GUARD	1358045	January 26, 1990

<u>Licensed Trademark</u>	<u>Registration/Serial Number</u>	<u>Registration/Filing Date</u>	<u>Expiration Date</u>	<u>Licensor</u>
None				

*This mark is no longer in use by CCX, Inc.

**Although the registration has expired, this mark is still in use by CCX, Inc., although not depicted in the stylized form covered by the registration; CCX, Inc. intends to file a new application to register the mark in block letters in due course.

***Although this registration was cancelled, CCX, Inc. is still using this mark and intends to file a new application to register same in due course.