

01-22-2003

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



102343259

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): Foam Fabricators, Inc. 12-26-02
Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: General Electric Capital Corporation Internal Address: Street Address: 350 S. Beverly Drive, Suite 200 City: Beverly Hills State: CA Zip: 90212
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 First Amendment to Sec. Agmt. Execution Date: 12/16/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,471,663 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Murphy Sheneman Julian & Rogers Internal Address: Bryan Snyder, Paralegal Street Address: 2049 Century Park East Suite 2100 City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 20-0052 (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. Bryan Snyder, Paralegal Name of Person Signing Signature Date 12/20/02

01/22/2003 ECOOPER 00000040 000052 1471663 01 FC:8521 40.00 CH

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

TRADEMARK REEL: 002653 FRAME: 0278

FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("First Amendment") is entered into as of December 16, 2002, by and among FOAM FABRICATORS, INC., a Delaware corporation ("Borrower"), FOAM FAB, INC., a Delaware corporation ("Foam Fab"), FOAM FABRICATORS MEXICO, S. de R.L. de C.V., a Mexican variable capital limited liability partnership ("Foam Fabricators Mexico"), and FOAM FABRICATORS SERVICES, S. de R.L. de C.V., a Mexican variable capital limited liability partnership ("Foam Fabricators Services") (Borrower, Foam Fab, Foam Fabricators Mexico and Foam Fabricators Services being referred to collectively as "Grantors" and each individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("GE Capital"), as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement dated as of February 25, 1999, by and among Borrower, those other Grantors party thereto, the lenders signatory thereto (the "Original Lenders") and GE Capital, as agent for Original Lenders (including all annexes, exhibits and schedules thereto, and as the same has been amended from time to time, the "Original Credit Agreement"), Original Lenders are providing certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. In connection with the transactions contemplated by the Original Credit Agreement, Borrower, Foam Fab, Foam Fabricators Mexico and GE Capital, in its capacity as agent for Original Lenders, entered into that certain Patent, Trademark and Copyright Security Agreement dated as of February 25, 1999 (the "Patent, Trademark and Copyright Security Agreement"). Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Patent, Trademark and Copyright Security Agreement.

C. Borrower has requested that Agent and Lenders amend and restate the Original Credit Agreement, and Agent and Lenders are willing to do so pursuant to, and subject to the terms and conditions set forth in, that certain Amended and Restated Credit Agreement of even date herewith by and among Grantors, Lenders, Agent and The Provident Bank, as co-agent for Lenders (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

D. In order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents as defined therein, Grantors have agreed to amend the Patent, Trademark and Copyright Security Agreement on the terms and conditions set forth herein.

AGREEMENT

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

1. Addition of Foam Fabricators Services as a Grantor. Each Grantor hereby agrees that by execution of this First Amendment, Foam Fabricators Services has become a party to the Patent, Trademark and Copyright Security Agreement as an additional "Grantor" thereunder and shall have all of the obligations and duties of, and be subject to all of the terms, conditions and waivers applicable to, a "Grantor" pursuant to the Patent, Trademark and Copyright Security Agreement, as amended hereby. Upon the effectiveness of this First Amendment, from and after the date hereof each reference to "Grantor" or "Grantors" shall include Foam Fabricators Services in such capacity. Foam Fabricators Services represents and warrants that it has reviewed the Patent, Trademark and Copyright Security Agreement and the other Loan Documents and agrees to comply with and be bound by all of the terms and conditions of the Patent, Trademark and Copyright Security Agreement, as amended hereby.

2. Ratification and Incorporation of Patent, Trademark and Copyright Security Agreement. Except as expressly modified under this First Amendment, (a) each Grantor hereby acknowledges, confirms and ratifies all of the terms and conditions set forth in, and all of its respective obligations under, the Patent, Trademark and Copyright Security Agreement, including the continuing validity of the Liens granted by it under the Patent, Trademark and Copyright Security Agreement, and (b) all of the terms and conditions set forth in the Patent, Trademark and Copyright Security Agreement are incorporated herein by this reference as if set forth in full herein.

3. Amendments to Patent, Trademark and Copyright Security Agreement.

(a) The preamble to the Patent, Trademark and Copyright Security Agreement is hereby amended by deleting the reference therein to "GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation," and substituting "GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation," in lieu thereof.

(b) Section 2 of the Patent, Trademark and Copyright Security Agreement is hereby amended by deleting each reference therein to "Goodwill" and substituting "goodwill" in lieu thereof.

4. Entire Agreement. This First Amendment, together with the Patent, Trademark and Copyright Security Agreement, is the entire agreement between the parties hereto with respect to the subject matter hereof. This First Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the Patent, Trademark and Copyright Security Agreement shall remain in full force and effect.

5. Miscellaneous.

(a) Counterparts. This First Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this First Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

(b) Headings. Section headings used herein are for convenience of reference only, are not part of this First Amendment, and are not to be taken into consideration in interpreting this First Amendment.

(c) Recitals. The recitals set forth at the beginning of this First Amendment are true and correct, and such recitals are incorporated into and are a part of this First Amendment.

(d) Governing Law. This First Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

(e) Effect. Upon the effectiveness of this First Amendment, from and after the date hereof, each reference in the Patent, Trademark and Copyright Security Agreement to “this Agreement,” “hereunder,” “hereof,” or words of like import shall mean and be a reference to the Patent, Trademark and Copyright Security Agreement as amended hereby.

(f) No Novation. Except as expressly provided in this First Amendment, the execution, delivery, and effectiveness of this First Amendment shall not (i) limit, impair, constitute a waiver of, or otherwise affect any right, power, or remedy of Agent under the Patent, Trademark and Copyright Security Agreement or any other Loan Document, (ii) constitute a waiver of any provision in the Patent, Trademark and Copyright Security Agreement or in any of the other Loan Documents, or (iii) alter, modify, amend, or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in the Patent, Trademark and Copyright Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

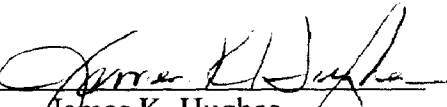
(g) Conflict of Terms. In the event of any inconsistency between the provisions of this First Amendment and any provision of the Patent, Trademark and Copyright Security Agreement, the terms and provisions of this First Amendment shall govern and control.

[Remainder of Page Intentionally Left Blank]


IN WITNESS WHEREOF, this First Amendment has been duly executed as of the date first written above.

“Grantors”

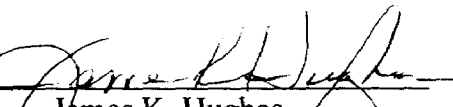
FOAM FABRICATORS, INC.

By: 
James K. Hughes
Vice President and Secretary

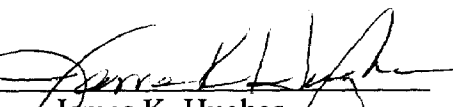
FOAM FAB, INC.

By: 
James K. Hughes
Vice President and Secretary

FOAM FABRICATORS MEXICO,
S. de R.L. de C.V.

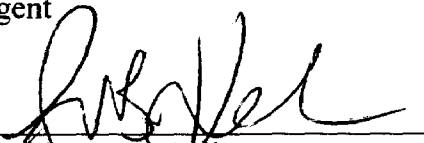
By: 
James K. Hughes
General Manager

FOAM FABRICATORS SERVICES,
S. de R.L. de C.V.

By: 
James K. Hughes
General Manager

“Agent”

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Scott B. Kaplan
Duly Authorized Signatory

SCHEDULE I
(PART A)

PATENTS

NONE.

SCHEDULE I
(PART B)

TRADEMARK

<u>Name</u>	<u>Registration No.</u>	<u>Registration Date</u>
Foam Fabricators	1,471,663	January 5, 1988

SCHEDULE I
(PART C)

COPYRIGHTS

NONE.