

04-22-2003

4/22/03

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

RE



102426116

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):

AAMP of Florida, Inc.

4.77.03

- Individual(s) Association General Partnership Limited Partnership Corporation-State Florida Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 4/21/03

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal

Address:

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927-5100

- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2578355

Additional number(s) attached Yes No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Signature

04/21/03

Date

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

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40.00 DP

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

TRADEMARK REEL: 002715 FRAME: 0616

## SUPPLEMENT NO. 1

SUPPLEMENT NO. 1, dated as of April 21, 2003, made by AAMP OF FLORIDA, INC., a Florida corporation (the "Borrower") to (a) the SECURITY AGREEMENT, dated as of December 23, 2002 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Borrower in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, the "Agent") for the lenders (the "Lenders") under the Credit Agreement (as defined below) and (b) the TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2002 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by Borrower in favor of the Agent. All capitalized terms not defined herein shall have the collective meanings ascribed to them in each of such Credit Agreement.

### W I T N E S S E T H:

WHEREAS, the Borrower, the Agent and Lenders have entered into that certain Credit Agreement dated as of December 23, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have made Loans to Borrower and Borrower has granted to Agent on behalf of Lenders, a security interest in the Collateral; and

WHEREAS, the Borrower has acquired the Trademark set forth on Schedule 1 and desires, pursuant to Section 5(c)(ii) of the Security Agreement, to grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in such Trademark.

### NOW, THEREFORE, IT IS AGREED:

1. Addition to Schedule of Security Agreement. The information set forth on Schedule 1 hereto is hereby added to Schedule IV to the Security Agreement.
2. Addition to Schedule of Trademark Security Agreement. The information set forth on Schedule 1 is hereby added to Schedule I of the Trademark Security Agreement.
3. Counterparts. This supplement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same document.
4. Governing Law. This supplement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

(rest of page intentionally left blank)

IN WITNESS WHEREOF, each of the undersigned has caused this supplement to be duly executed and delivered as of the date first above written.

**AAMP OF FLORIDA, INC.**

By: *Karl Freeman*

Name: RONNED FREEMAN

Title: V.P.

**GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Supplement to Security Agreement and Trademark Security Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this supplement to be duly executed and delivered as of the date first above written.

**AAMP OF FLORIDA, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By:  \_\_\_\_\_

Name: Joe Catalano

Title: Senior Vice President

[Signature Page to Supplement to Security Agreement and Trademark Security Agreement]

# SCHEDULE 1

COUNTRY	TRADEMARK	STATUS	REG./ APP NO.
USA	BEST KITS AND HARNESS	Registered	2578355