

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

 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.

1. Name of conveying party(ies):

Twitchell Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **Delaware**
☐ 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: **01/26/2004**

2. Name and address of receiving party(ies)

Name: **Antares Capital Corporation**

Internal

Address: **Suite 6400**Street Address: **311 South Wacker Drive**City: **Chicago** State: **IL** Zip: **60606**

- ☐ 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)

76/051,905 76/051,906

B. Trademark Registration No.(s)

2,529,310 2,650,138Additional number(s) attached ☐ Yes ☒ No

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

Name: **Mariann R. Murphy**Internal Address: **Jenner & Block LLP**Street Address: **One IBM Plaza**City: **Chicago** State: **IL** Zip: **60611**6. Total number of applications and registrations involved: **4**7. Total fee (37 CFR 3.41).....\$ **115.00**

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

10-0460

(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.
Mariann R. Murphy

Name of Person Signing

Signature

February 5, 2004

Date

Total number of pages including cover sheet, attachments, and document: **7**
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

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TRADEMARK
REEL: 002788 FRAME: 0161

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is dated as of January 26, 2004 and is entered into by and between TWITCHELL CORPORATION, a Delaware corporation ("Grantor"), and ANTARES CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent ("Agent") for itself and the Lenders (as defined below).

WHEREAS, Grantor owns the Trademarks, Trademark registration and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of September 1, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Agent, Heller Financial, Inc., as co-agent, and each financial institution from time to time party thereto as a lender (collectively, the "Lenders"), providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of September 1, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time the "Security Agreement"), between Borrower and Agent, Grantor granted to Agent for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all then owned and thereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

WHEREAS, as a condition to closing of the Credit Agreement, the Grantor and Agent entered into that certain Trademark Security Agreement, dated as of September 1, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement").

WHEREAS, subsequent to the closing of the Credit Agreement, additional Trademarks were registered and additional Trademark applications were filed with the United States Patent and Trademark Office, referred to in Schedule 1 annexed hereto, to which this Amendment shall apply.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the benefit of the Lenders, a continuing security interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the good will of the business connected with the use of, and symbolized by, each Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license; but excluding from Trademark Collateral any "intent to use" Trademark registration or application to the extent that the granting of a security interest therein is prohibited by applicable law.

This security is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement and is not intended to increase the rights of Agent or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first written above.

TWITCHELL CORPORATION
a Delaware corporation

By: Bryan J. McHutchey
Name: _____
Title: Pres/CEO

Acknowledged:

ANTARES CAPITAL CORPORATION
a Delaware corporation, as Agent

By: Renee Penpe
Name: Renee Penpe
Title: Senior Vice President

Schedule I
to Trademark Security Agreement

<u>Registered Mark</u>	<u>Reg. No.</u>	<u>Goods</u>	<u>Registration Date</u>
DIVERSATEX	2,650,138	Woven Olefin fabric for the manufacture and repair of indoor and outdoor furniture	11/12/02
LEISURETEX	2,529,310	Woven fabric for the manufacture and repair of indoor and outdoor furniture	01/15/02
<u>Application</u>	<u>Application No.</u>	<u>Goods</u>	<u>Filing Date</u>
CASUAL COMPANIONS	76/051,905	Vinyl strapping used in the manufacture and repair of indoor and outdoor furniture	05/17/00
EARTHTEX	76/051,906	Woven Olefin fabric for the manufacture and repair of indoor and outdoor furniture	05/17/00