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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Docket No.:

15906/138

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**THE CY ACQUISITION CORP.**

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

Additional names(s) of conveying party(ies)  Yes  No

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

Name: Congress Financial Corporation (New England)

Internal Address: \_\_\_\_\_

Street Address: One Post Office Square, Suite 3600

City: Boston State: MA ZIP: 02109

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **MASSACHUSETTS**
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: JANUARY 30, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,915,663  
1,895,765

Additional numbers  Yes  No

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

Name: Mark S. Leonardo, Esq.

Internal Address: Brown Rudnick Berlack Israels LLP

Street Address: One Financial Center

City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0369

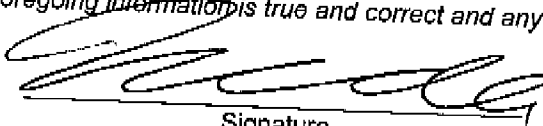
DO NOT USE THIS SPACE

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.

Mark S. Leonardo, Esq. (Reg. No. 41,433)

Name of Person Signing



Signature

February 5, 2004

Date

Total number of pages including cover sheet, attachments, and 10

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Recordation Services

Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

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**TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**

TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of January 30, 2004 (this "Agreement"), made by and between THE CY ACQUISITION CORP., a Delaware corporation (the "Borrower"), in favor of CONGRESS FINANCIAL CORPORATION (NEW ENGLAND), a Massachusetts corporation, as agent for itself and the other lenders party to the Loan Agreement (hereinafter defined) (the "Agent").

**WITNESSETH:**

WHEREAS, pursuant to the Loan and Security Agreement dated as of even date hereof by and among the Borrower, Agent and the lenders party thereto (as amended, supplemented or otherwise modified from time to time the "Loan Agreement"), the Borrower has granted a security interest in, among other things, all right, title and interest of the Borrower in, to and under all of the Borrower's Trademark Collateral, whether presently existing or hereafter arising or acquired for the Borrower's obligations under the Loan Agreement; and

WHEREAS, the Borrower is the owner of the entire right, title and interest in, to and under the Trademarks listed on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Borrower and the Agent and lenders to enter into the Loan Agreement, the Borrower hereby agrees with the Agent as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

(b) Other Definitional Provisions.

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(iii) "Associated Goodwill" shall mean all goodwill of the Borrower or its business, products and services appurtenant to, associated with or symbolized by the Trademarks and/or the use thereof.

(iv) "Trademarks" shall mean all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of the Borrower, which (i) are set forth on Schedule 1 attached hereto, or (ii) have been adopted, acquired, owned, held or used by the

Borrower and are now owned, held or used by the Borrower, in the Borrower's business, or with the Borrower's products and services, or in which the Borrower has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by the Borrower in the Borrower's business or with the Borrower's products and services, or in which the Borrower in the future acquires any right, title or interest.

(v) "Trademark Collateral" shall mean all of the Borrower's right, title and interest (to the extent Borrower has any such right, title or interest) in and to all of the Trademarks, the Trademark Registrations, the Trademark Rights, the Associated Goodwill, and all additions, improvements and accessions to, substitutions for, replacements of, and all products and proceeds (including insurance proceeds) of any and all of the foregoing.

(vi) "Trademark Registrations" shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Borrower or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

(vii) "Trademark Rights" shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Borrower for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

2. Grant of Security Interest. To secure the prompt and complete payment when due and satisfaction of the Obligations, the Borrower hereby grants, assigns and conveys to Agent for the benefit of itself and the lenders as collateral security the entire right, title and interest in and to the Trademark Collateral, and all proprietary rights in and to all products and all proceeds related thereto, now owned or existing or at any time hereafter acquired by the Borrower or in which the Borrower now has or any time in the future may acquire any right, title or interest, including, without limitation, each registration, application, and proprietary right identified on Schedule 1 attached hereto and made a part hereof, the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of the Borrower's business connected with and symbolized by the Trademark Collateral.

3. Loan Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of recording the collateral assignment of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and

remedies of the Borrower and the Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Assignments of Trademark Collateral and Goodwill. In addition to all other rights granted to the Lender under the Loan Agreement and this Agreement, effective only upon an Event of Default under the Loan Agreement, upon written notice by Agent to Borrower, the Borrower hereby sells, assigns, transfers and sets over to the Lender, for collateral purposes only, the Borrower's entire right, title and interest in and to all Trademark Collateral and the goodwill of the Borrower's business connected with and symbolized by the Trademark Collateral.

5. Assignments of Trademark Licenses. In addition to all other rights granted to the Lender under the Loan Agreement and this Agreement, effective only upon an Event of Default under the Loan Agreement, upon notice by Agent to Borrower, the Borrower hereby sells, assigns, transfers and sets over to the Lender, for collateral purposes only, any and all assignable rights of the Borrower under any and all Trademark license agreements that Borrower is party to from time to time.

6. Representations and Warranties. The Borrower represents and warrants that:

- (a) the Trademarks are valid and subsisting and in good standing;
- (b) each of the Trademarks, is valid and enforceable and, to the knowledge of the Borrower, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (c) the Borrower is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances (other than those created by this Agreement), each of the Trademarks identified on Schedule I hereto;
- (d) the Borrower has good and marketable title to (free and clear of any and all liens, charges and encumbrances) all Trademarks identified on Schedule I hereto; and
- (e) the Borrower has the legal right and authority to enter into this Agreement and perform its terms.

7. Release of Collateral and Termination. This Agreement and all obligations of the Borrower and the Agent hereunder shall terminate on the date upon which the Obligations have been indefeasibly paid and satisfied in full and all commitments and obligations of the Agent and lenders shall have terminated under the Financing Agreements and otherwise without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Agent shall, at the sole reasonable expense of the Borrower, take such actions as reasonably may be necessary to release its security interest in the Trademark Collateral.

8. Acknowledgement. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the collateral assignment in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

9. Binding Effect; Benefits. This Agreement shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

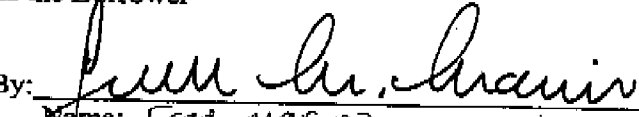
10. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

REMAINDER OF PAGE INTENTIONALLY BLANK

*Signature Page to Trademark Security Agreement*

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

THE CY ACQUISITION CORP.  
as the Borrower

By:   
Name: Fred Marino  
Title: President

CONGRESS FINANCIAL CORPORATION  
(NEW ENGLAND)  
as the Agent

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Trademark Security Agreement*

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

THE CY ACQUISITION CORP.  
as the Borrower

By: \_\_\_\_\_  
Name:  
Title:

CONGRESS FINANCIAL CORPORATION  
(NEW ENGLAND)  
as the Agent

By: George J. Psomas  
Name: George J. Psomas  
Title: Senior Vice President

COUNTY OF Mecklenburg )  
 )  
 STATE OF NORTH ) SS.  
 CAROLINA )

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 30<sup>th</sup> day of Jan 2004, personally appeared Frederick M. Mania, known to me to be the President of The CY Aquatica Camp which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

[Signature]  
 Notary Public  
 My commission expires: 5/22/2005

COUNTY OF )  
 )  
 COMMONWEALTH OF ) SS.  
 MASSACHUSETTS )

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this \_\_\_ day of \_\_\_\_\_ 2004, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_ which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

\_\_\_\_\_  
 Notary Public



COUNTY OF )  
STATE OF NORTH ) SS.  
CAROLINA )

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this \_\_\_ day of \_\_\_\_\_ 2004, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_ which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

COUNTY OF Suffolk )  
COMMONWEALTH OF ) SS.  
MASSACHUSETTS )

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 29<sup>th</sup> day of January 2004, personally appeared Ceryn J. Adams, known to me to be the ScVP of Geography Financial Services, Inc. which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Michael Hill  
Notary Public

MICHAEL HILL, Notary Public  
My Commission Expires June 20, 2008

Schedule 1

Trademarks

Trademark	Owner	Registration Number	Jurisdiction	Renewal Date
The Contractor Yard & Design	Borrower	1,915,663	U.S.	8/29/05
The Contractor Yard	Borrower	1,895,765	U.S.	5/23/05

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