

08-04-2003

7-3003

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



102515969

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

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

1. Name of conveying party(ies):

Wedgestone Corporation,
Fey Automotive Products, Inc.
Westin Automotive Products, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State all Delaware
- Other _____

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

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: 29th Floor

Street Address: 1633 Broadway

City: New York State: NY Zip: 10019

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Rhode Island
- 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 Supplement To Trademark Security Agreement

Execution Date: 07/24/2003

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,977,357;
1,950,620; 2,407,752; 1,520,784;

Additional number(s) attached Yes No 1,948,422

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

Name: Blank Rome LLP

Internal Address: _____

Street Address: One Logan Square

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-2555

DO NOT USE THIS SPACE

9. Signature.

David M. Perry, Esquire

Name of Person Signing

Signature

7-28-03

Date

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

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

08/04/2003 LNUELLER 00000008 022555 1977357

01 FC:8521 40.00 BA
02 FC:8522 100.00 BA

TRADEMARK
REEL: 002793 FRAME: 0365

OFFICE OF PATENT RECORDS
2003 JUL 30 AM 9:25
FINANCE SECTION

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "**Supplement**") is made as of this 24th day of July, 2003 by **WEDGESTONE CORPORATION** ("**Original Pledgor**"), a Delaware corporation (f/k/a Wedgestone Automotive Corp.), **FEY AUTOMOTIVE PRODUCTS, INC.**, a Delaware corporation ("**Fey**"), and **WESTIN AUTOMOTIVE PRODUCTS, INC.**, a Delaware corporation ("**Westin**", and together with Original Pledgor and Fey, "**New Pledgors**" and each individually a "**New Pledgor**"), each with its chief executive office and principal place of business at 5200 North Irwindale Avenue, Suite 220, Irwindale, CA 91706, in favor of **FLEET CAPITAL CORPORATION** ("**Lender**"), a Rhode Island corporation with an office at 1633 Broadway, 29th Floor, New York, New York, 10019. Original Pledgor and New Pledgors are sometimes collectively referred to herein as "**Pledgors**" and each individually as a "**Pledgor**".

A. Pursuant to a certain Amended and Restated Loan and Security Agreement dated the date hereof (amended, modified, renewed, extended, replaced, restated or substituted from time to time, the "**Loan Agreement**") among Pledgors, Sigma Plating Co., Inc. and Monona Tube & Welding, Inc. (together with Pledgors, "**Borrowers**"), and Lender, Lender agreed to extend certain credit facilities for the benefit of Borrowers upon the terms and subject to the conditions set forth therein;

B. Pursuant to a certain Trademark Security Agreement, dated as of September 30, 1998 (amended, modified, renewed, extended, replaced, restated or substituted from time to time, the "**Security Agreement**"), by Original Pledgor in favor of Lender (which Original Pledgor reaffirmed in connection with the Loan Agreement), Original Pledgor granted to Lender a security interest in all right, title and interest of Original Pledgor in and to its present and future Trademarks (as defined therein) and related rights as more fully set forth therein, to secure the payment and performance of the Obligations (as defined in the Loan Agreement);

C. The Security Agreement was recorded with the United States Patent and Trademark Office on or about October 19, 1998 at Reel/Frame No. 1814/0424;

D. Each New Pledgor desires to join into the Security Agreement as if an original signatory thereto; and

E. Pledgors have acquired the registered trademarks and trademark applications more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "**Additional Trademarks**").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Pledgor does hereby further grant to Lender a continuing, first priority security interest in the entire right, title and interest of such Pledgor in and to the Additional Trademarks, together with any proceeds thereof (such as, by way of example, license

royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the Additional Trademarks relate (collectively, the “**Additional Trademark Collateral**”), to secure the prompt payment, performance and observance of the Obligations.

Each New Pledgor joins in, assumes, adopts and becomes a pledgor under the Security Agreement. All references to “Wedgestone” contained in the Security Agreement are hereby deemed for all purposes to also refer to and include New Pledgors in addition to Original Pledgor, and each New Pledgor hereby agrees to comply with all of the terms and conditions of the Security Agreement as if it was an original signatory thereto.

Each Pledgor hereby represents, warrants and agrees in favor of Lender that (a) except for the Trademarks set forth on Schedule A to the Security Agreement and the Additional Trademark Collateral, no Pledgor or other Borrower has recorded with the United States Patent and Trademark Office (“**USPTO**”) any interest in any Trademarks, and (b) without limiting any of Pledgors’ obligations under the Security Agreement, if any Pledgor or other Borrower hereafter records with the USPTO any interest in any Trademarks, Pledgor will promptly notify Lender of such event and execute and deliver, and cause such other Borrower (as applicable) to execute and deliver, and record with the USPTO, a supplement to the Security Agreement (in substantially the same form as this Supplement) covering such Trademarks.

Each Pledgor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Additional Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Each Pledgor authorizes Lender to record this Supplement with the USPTO.


[Signature Page Follows]

IN WITNESS WHEREOF, Pledgors have caused this Supplement to be executed as of the day and year first above written.

WEDGESTONE CORPORATION
(f/k/a Wedgestone Automotive Corp.), as Original
Pledgor

By: 
Eric H. Lee, Treasurer and CFO

FEY AUTOMOTIVE PRODUCTS, INC., as a New
Pledgor

By: 
Eric H. Lee, Treasurer and CFO

WESTIN AUTOMOTIVE PRODUCTS, INC., as a
New Pledgor

By: 
Eric H. Lee, Treasurer and CFO

Acknowledged and accepted:

FLEET CAPITAL CORPORATION, as Lender

By: _____
Adam Seiden, Vice President

IN WITNESS WHEREOF, Pledgors have caused this Supplement to be executed as of the day and year first above written.

WEDGESTONE CORPORATION
(f/k/a Wedgestone Automotive Corp.), as Original
Pledgor

By: _____
Eric H. Lee, Treasurer and CFO

FEY AUTOMOTIVE PRODUCTS, INC., as a New
Pledgor

By: _____
Eric H. Lee, Treasurer and CFO

WESTIN AUTOMOTIVE PRODUCTS, INC., as a
New Pledgor

By: _____
Eric H. Lee, Treasurer and CFO

Acknowledged and accepted:

FLEET CAPITAL CORPORATION, as Lender

By: 
Adam Seiden, Vice President

ALL-PURPOSE ACKNOWLEDGMENT

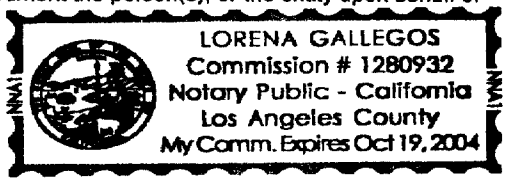
STATE OF Cal)
COUNTY OF Los Angeles) ss.
On July 24, 2003, before me, Lorena Gallegos, Notary Public
(Name and Title of Officer)

personally appeared Eric H. Yee, Treasurer

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lorena Gallegos
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

- Partner(s)
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

- Limited
- General

DESCRIPTION OF ATTACHED DOCUMENT

Title(s)

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

SCHEDULE 1-A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**REGISTERED TRADEMARKS**

<u>TRADEMARK REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>MARK</u>	<u>OWNER</u>
1,977,357	5/28/96	WESTIN	WESTIN
1,950,620	1/23/96	SURSTEP	WEDGESTONE
2,407,752	11/28/2000	WEDGESTONE AUTOMOTIVE CORP	WEDGESTONE
1,520,784	1/17/89	FEY	FEY
1,948,422	1/16/96	DIAMONSTEP	WEDGESTONE

SCHEDULE 1-B TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

<u>TRADEMARK APPLICATION NO.</u>	<u>APPLICATION DATE</u>	<u>MARK</u>	<u>OWNER</u>
None.			