

Form PTO-1594

(Rev. 10/02)

OMB No. 0851-0027 (exp. 6/30/2005)

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

All-Luminum Products, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_ Pennsylvania
- Association
- Limited Partnership

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

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other Amendment, Acknowledgment and Conformation of Memorandum of
- Merger
- Change of Name

Execution Date: 02/13/2004 Security Interest

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

Name: Wachovia Bank f/k/a First Union National Bank, successor by merger to  
Internal CoreStates Bank, N.A.  
Address: \_\_\_\_\_

Street Address: Broad and Chestnut Streets

City: Philadelphia State: PA Zip: 19107

- Individual(s) citizenship \_\_\_\_\_
- Association National Association
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- 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) SEE ATTACHED

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached  Yes  No

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

Name: Vito Petretti

Internal Address: Wolf, Block, Schorr and Solis-Cohen LLP

Street Address: 1650 Arch Street

City: Philadelphia State: PA Zip: 19103

**6. Total number of applications and registrations involved:**

24

**7. Total fee (37 CFR 3.41):** .....\$ 615.00

- Enclosed
- Authorized to be charged to deposit account

**8. Deposit account number:**

232820

**DO NOT USE THIS SPACE**

**9. Signature.**

Vito Petretti  
Name of Person Signing

Vito Petretti  
Signature

3-5-2004  
Date

Total number of pages including cover sheet, attachments, and document: 24

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

CH \$616.00 232820 76679782

## PAGE TWO - RECORDATION COVER SHEET

<b>TRADEMARK</b>	<b>APP/REG NO.</b>
SUMMER BREEZE	75/579782
SAND BLASTER	76/562322
RIO BEACH	76/562309
GROUND BREAKER	76/562307
RIO CREATIONS	76/553810
AMERICAN PRIDE	76/545904
RIO OUTDOOR LIFESTYLES	76/545903
RIO BRANDS	76/545902
RIO ADVENTURE	76/545901
RIO BEACH COLLECTION	76/487455
SPORTSMAN'S CHOICE CAMPING FURNITURE	76/487453
KING CLUB	75/232896
JUNETI JUVANT	637,297
BIG BUCK (Design)	1,057,285
PRO ACTION	1,166,385
BIG BUCK (Stylized letters)	1,313,300
CAMPERS' KITCHEN	1,334,318
RIO BEACH COLLECTION	1,665,044
SPORTSMAN'S CHOICE	1,703,324
BODY FORM	1,774,681
DUX-BAK	1,882,262
SHOE JUICE	2,079,288
OUR BUSINESS IS GROWING	2,079,352
SAFARI CAMP	2,079,532

**AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF  
MEMORANDUM OF SECURITY AGREEMENT**

**THIS AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF MEMORANDUM OF SECURITY AGREEMENT ("Amendment")** is made this 13th day of February, 2004, by and between **ALL-LUMINUM PRODUCTS, INC.**, a Pennsylvania corporation with an address at 10981 Decatur Street, Philadelphia, PA 19154-3289 (the "**Grantor**"), and **WACHOVIA BANK, NATIONAL ASSOCIATION, formerly First Union National Bank, successor by merger to CoreStates Bank, N.A.**, with an address at Broad and Chestnut Streets, Philadelphia, PA 19107 ("**Grantee**").

**BACKGROUND**

A. Pursuant to the terms of that certain Amended and Restated Loan and Security Agreement by and between Grantor and Grantee dated January 28, 1993, as amended (collectively, the "**Loan Agreement**"), Grantor granted to Grantee a security interest in certain Patents and Marks and the goodwill associated with each of the foregoing, all as collateral for certain credit facilities, including, without limitation, a certain revolving line credit in the original principal amount of Twenty Million Dollars (\$20,000,000.00) (the "**Line of Credit**"). The Grantee's security interest is further evidenced by that certain Memorandum of Security Agreement by and between Grantor and Grantee dated June 17, 1997 and recorded with the Patent and Trademark Office on September 4, 1997 (as amended by that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated December 28, 1999, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated June 27, 2000 and as the same may hereafter be further amended, extended, supplemented or restated from time to time, the "**Memorandum**"), a copy of which is attached hereto as **Exhibit A**.

B. On December 28, 1999, Grantor and Grantee amended and restated the Loan Agreement, as evidenced by that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement (as amended by that certain Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated July 31, 2001, that certain Second Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated September 28, 2001, that certain Third Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated October 31, 2001, that certain Fourth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated November 30, 2001, that certain Fifth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated August 31, 2003 and as the same may hereafter be further amended, extended, supplemented or restated from time to time, the "**A&R Loan Agreement**"), pursuant to which Grantor and Grantee agreed to, *inter alia*, (i) convert the Line of Credit to a committed facility; (ii) increase the maximum principal amount of the Line of Credit from Twenty Million Dollars (\$20,000,000.00) to Twenty-Five Million Dollars (\$25,000,000.00) (the "**Revolving Loan**"); and (iii) extend to Grantor a revolving equipment line of credit in the original principal amount of up to One Million Dollars (\$1,000,000.00) (the "**Equipment Line Facility**").

C. In connection with the A&R Loan Agreement, Grantor and Grantee have agreed to amend and confirm the terms of the Memorandum to, *inter alia*, (i) specifically secure, without

limitation, the Grantor's obligations under the Revolving Loan and the Equipment Line Facility, and (ii) specifically include, without limitation, certain new trademarks obtained by Grantor.

D. Capitalized terms used herein and not otherwise defined shall have the meanings provided for such terms in the Memorandum.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **New Trademarks.** Exhibit "A" to the Memorandum is hereby amended to specifically include, without limitation, each of the following:

TRADEMARK	APPLICATION NUMBER
SPORTSMAN'S CHOICE CAMPING FURNITURE	76/487453
RIO BRANDS	76/545902
RIO ADVENTURE	76/545901
RIO OUTDOOR LIFESTYLES	76/545903
AMERICAN PRIDE	76/545904
RIO BEACH COLLECTION	76/487455
RIO CREATIONS	76/553810
RIO BEACH	76/562309
SAND BLASTER	76/562322
GROUND BREAKER	76/562307

2. **New Patents.** Exhibit "B" to the Memorandum is hereby amended to specifically include, without limitation, each of the following:

PATENT	PATENT NUMBER/APPLICATION NUMBER
Molded 3 and 5 position arms for folding furniture - adjustment bracket molded into arm	D376.060
Mounting System For Mounting A Support To A Rail Of A Deck	10/647,155
Tree Stand Lock And Associated Method of Use	10/647,160
Tree Stand Umbrella	application number not yet received

3. **Ratification and Confirmation.** As amended hereby, all of the terms and conditions of the Memorandum, all documents in connection therewith and all liens, security interests, rights and remedies granted therein, remain in full force and effect and are hereby ratified, confirmed and continued as security for all obligations of Grantor to Grantee, including, without limitation, all obligations under and in connection with the Revolving Loan and the Equipment Line Facility and all other obligations of Grantor to Grantee under the A&R Loan Agreement.

4. **Binding Effect.** This Amendment shall be binding upon the successors, assigns and personal representatives of Grantor and shall inure to the benefit of the successors and assigns of Grantee.

5. **Severability.** The provisions of this Amendment are deemed to be severable and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

7. **Headings.** The headings of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

ALL-LUMINUM PRODUCTS, INC.

By: [Signature]  
Name/Title: IRA COHEN E-VP

(CORPORATE SEAL)

Attest: [Signature]  
Name/Title: KENNETH A. MARANO VP FINANCE

WACHOVIA BANK, NATIONAL ASSOCIATION, formerly First Union National Bank, successor by merger to CoreStates Bank, N.A.

By: [Signature]  
John P. Brady, Senior Vice President  
[Signature]

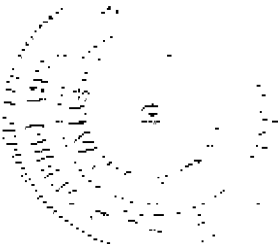
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILADELPHIA : SS. :

On this, the 13th day of February, 2004, before me, a Notary Public, personally appeared Ira Cohen who acknowledged himself to be the Exec. V.P. of All-Luminum Products, Inc., a Pennsylvania corporation, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Anne Marie Leigh  
Notary Public  
My commission expires: 3/6/2006

NOTARIAL SEAL  
ANNE MARIE LEIGH, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires March 6, 2006



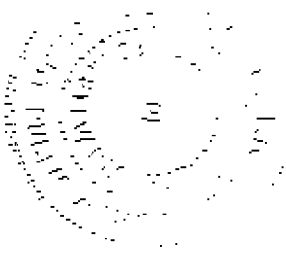
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILADELPHIA : SS. :

On this, the 5th day of FEBRUARY, 2004, before me, a Notary Public, personally appeared John P. Brady who acknowledged himself to be a Senior Vice President of Wachovia Bank, National Association, formerly First Union National Bank, successor by merger to CoreStates Bank, N.A., and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Grantee himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Joanne G. Kruszewski  
Notary Public  
My commission expires: MARCH 4, 2006

NOTARIAL SEAL  
JOANNE G. KRUSZEWSKI, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires March 4, 2006



**Exhibit A**  
**Copy of Memorandum**

See Attached.

MEMORANDUM OF SECURITY AGREEMENT

THIS MEMORANDUM OF SECURITY AGREEMENT dated as of June 17, 1997, is made by ALL-LUMINUM PRODUCTS, INC., a Pennsylvania corporation with an address a 10981 Decatur Street, Philadelphia, PA 19154-3289 ("Grantor"), in favor of CORESTATES BANK, N.A., which also does business as Philadelphia National Bank, CoreStates First Pennsylvania Bank and Hamilton National Bank, a national banking association, with an address at Broad and Chestnut Streets, Philadelphia, PA 19107 ("Grantee").

WHEREAS, Grantor is the owner of the trademarks and trademark registrations listed on Schedule "A" attached hereto (collectively, the "Marks"); and

WHEREAS, Grantor is the owner of the patents and patent registrations listed on Schedule "B" attached hereto (collectively, the "Patents"); and

WHEREAS, under a certain Amended and Restated Loan and Security Agreement dated January 28, 1993 between Grantor and Grantee, as amended (the "Security Agreement"), Grantor has granted to Grantee a security interest in certain of its assets, including general intangibles (which includes the Marks, Patents, and the goodwill associated therewith) to secure the payment and performance of certain liabilities and obligations owed by the Grantor to the Grantee; and

WHEREAS, Grantor and Grantee by this instrument seek to expressly confirm and record the grant of a security interest in the Marks, the Patents and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby acknowledge that it has granted to Grantee a first priority security interest in, to and under (i) the Marks and the goodwill associated therewith; (ii) the Patents and the goodwill associated therewith; and (iii) the rights, interests, and benefits of the foregoing, including without limitation any claim of the foregoing, and any claim of the Grantor against any third party for past, present and future infringement or dilution of any of the Marks or Patents, or for injury to the goodwill associated with any of the Marks or Patents.

AND Grantor also acknowledges and confirms that the rights and remedies of Grantee with respect to the security interests in the Marks and the Patents granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.



IN WITNESS WHEREOF, Grantor has caused this Memorandum of Security Agreement to be duly executed by its proper corporate officers and its common or corporate seal to be hereunto affixed as of the day and year first above written.

ALL-LUMINUM PRODUCTS, INC.

By: [Signature]  
Ira Cohen, Executive Vice President

Attest: [Signature]  
Name/Title: FRANK VELLUCCI CONTROLLER

[CORPORATE SEAL]

EXHIBIT "A"  
TRADEMARKS

TRADEMARK	REGISTRATION/SERIAL NUMBER
SAFARI CAMP	S/N 74-488,288 R/N 2,079,532
CAMPERS' KITCHEN	R/N 1,334,318
DUX-BAK	R/N 1,882,262
BIG BUCK (Stylized letters)	R/N 1,313,300
BIG BUCK (Design)	R/N 1,057,285
BIG BUCK	R/N 637,297
KING CLUB	S/N 75-232,896

EXHIBIT "B"

PATENTS

PATENT	PATENT NUMBER
ARM FOR FOLDING BEACH CHAIR	D338,791

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Philadelphia : SS.

On this, the 21 day of August, 1997, before me, a Notary Public, personally appeared Ira Cohen, who acknowledged himself to be the Executive Vice President of All-Luminum Products, Inc., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Michelle Sweet*

Notary Public  
My commission expires:

Notarial Seal  
Michelle Sweet, Notary Public  
Philadelphia, Philadelphia County  
My Commission Expires Dec. 4, 2000

**ACKNOWLEDGMENT, AMENDMENT AND CONFIRMATION OF  
SECURITY INTEREST IN PATENTS AND TRADEMARKS**

THIS ACKNOWLEDGMENT, AMENDMENT AND CONFIRMATION OF SECURITY INTEREST IN PATENTS AND TRADEMARKS ("Amendment") is made this 28<sup>th</sup> day of December, 1999, by and between ALL-LUMINUM PRODUCTS, INC., a Pennsylvania corporation with an address at 10981 Decatur Street, Philadelphia, PA 19154-3289 (the "Grantor"), and FIRST UNION NATIONAL BANK, successor by merger to CoreStates Bank, N.A., with an address at Broad and Chestnut Streets, Philadelphia, PA 19107 ("Grantee").

**BACKGROUND**

A. Pursuant to the terms of that certain Amended and Restated Loan and Security Agreement by and between Grantor and Grantee dated January 28, 1993, as amended (collectively, the "Loan Agreement"), Grantor granted to Grantee a security interest in certain Patents and Marks and the goodwill associated with each of the foregoing, all as collateral for certain credit facilities, including, without limitation, a certain revolving line credit in the original principal amount of Twenty Million Dollars (\$20,000,000.00) (the "Line of Credit"). The Grantee's security interest is further evidenced by that certain Memorandum of Security Agreement by and between Grantor and Grantee dated June 17, 1997 and recorded with the Patent and Trademark Office on September 4, 1997 (the "Memorandum").

B. Of even date herewith, Grantor and Grantee amended and restated the Loan Agreement, as evidenced by that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement (such Second Amended and Restated Revolving Credit, Term Loan and Security Agreement, as it may hereafter be amended, extended, supplemented or restated is referred to herein as the "A&R Loan Agreement"), pursuant to which Grantor and Grantee agreed to, inter alia, (i) convert the Line of Credit to a committed facility; (ii) increase the maximum principal amount of the Line of Credit from Twenty Million Dollars (\$20,000,000.00) to Twenty-Five Million Dollars (\$25,000,000.00) (the "Revolving Loan"); and (iii) extend to Grantor a revolving equipment line of credit in the original principal amount of up to One Million Dollars (\$1,000,000.00) (the "Equipment Line Facility").

C. In connection with the A&R Loan Agreement, Grantor and Grantee have agreed to amend and confirm the terms of the Memorandum to, inter alia, specifically secure, without limitation, the Grantor's obligations under the Revolving Loan and the Equipment Line Facility.

D. Capitalized terms used herein and not otherwise defined shall have the meanings provided for such terms in the Memorandum.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Security Agreement.** The definition of "Security Agreement" contained in the fourth paragraph of the Memorandum is hereby amended to specifically include, without limitation, the A&R Loan Agreement, as the same may be amended from time to time.

2. **Ratification and Confirmation.** As amended hereby, all of the terms and conditions of the Memorandum, all documents in connection therewith and all liens, security interests, rights and remedies granted therein, remain in full force and effect and are hereby ratified, confirmed and continued as security for all obligations of Grantor to Grantee, including, without limitation, all obligations under and in connection with the Revolving Loan and the Equipment Line Facility and all other obligations of Grantor to Grantee under the A&R Loan Agreement.

3. **Binding Effect.** This Amendment shall be binding upon the successors, assigns and personal representatives of Grantor and shall inure to the benefit of the successors and assigns of Grantee.


4. **Severability.** The provisions of this Amendment are deemed to be severable and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

5. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.


6. **Headings.** The headings of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

ALL-LUMINUM PRODUCTS, INC.

By:   
Name/Title: IRA COHEN  
ETEL VP

(CORPORATE SEAL)

Attest:   
Name/Title: Kenneth A. Williams VP FIN

FIRST UNION NATIONAL BANK, successor by merger to CoreStates Bank, N.A.

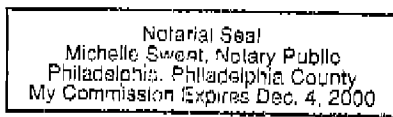
By:   
John P. Brady, Vice President

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILA : SS.  
:

On this, the 28 day of December, 1999, before me, a Notary Public, personally appeared Ira Cohen who acknowledged himself to be the Exec VP of All-Luminum Products, Inc., a Pennsylvania corporation, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michelle Sweet  
Notary Public  
My commission expires:

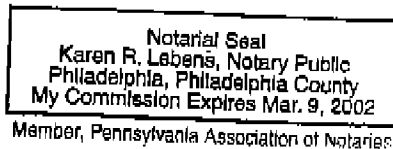


COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Philadelphia : SS.  
:

On this, the 30<sup>th</sup> day of December, 1999, before me, a Notary Public, personally appeared John P. Brady who acknowledged himself to be a Vice President of First Union National Bank, successor by merger to CoreStates Bank, N.A., and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Grantee himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Karen R. Labens  
Notary Public  
My commission expires:



**AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF  
MEMORANDUM OF SECURITY AGREEMENT**

THIS AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF MEMORANDUM OF SECURITY AGREEMENT ("Amendment") is made this 27th day of June, 2000, by and between ALL-LUMINUM PRODUCTS, INC., a Pennsylvania corporation with an address at 10981 Decatur Street, Philadelphia, PA 19154-3289 (the "Grantor"), and FIRST UNION NATIONAL BANK, successor by merger to CoreStates Bank, N.A., with an address at Broad and Chestnut Streets, Philadelphia, PA 19107 ("Grantee").

**BACKGROUND**

A. Pursuant to the terms of that certain Amended and Restated Loan and Security Agreement by and between Grantor and Grantee dated January 28, 1993, as amended (collectively, the "Loan Agreement"), Grantor granted to Grantee a security interest in certain Patents and Marks and the goodwill associated with each of the foregoing, all as collateral for certain credit facilities, including, without limitation, a certain revolving line credit in the original principal amount of Twenty Million Dollars (\$20,000,000.00) (the "Line of Credit"). The Grantee's security interest is further evidenced by that certain Memorandum of Security Agreement by and between Grantor and Grantee dated June 17, 1997 and recorded with the Patent and Trademark Office on September 4, 1997 (the "Memorandum"), a copy of which is attached hereto.

B. On December 28, 1999, Grantor and Grantee amended and restated the Loan Agreement, as evidenced by that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement (such Second Amended and Restated Revolving Credit, Term Loan and Security Agreement, as it may hereafter be amended, extended, supplemented or restated is referred to herein as the "A&R Loan Agreement"), pursuant to which Grantor and Grantee agreed to, inter alia, (i) convert the Line of Credit to a committed facility; (ii) increase the maximum principal amount of the Line of Credit from Twenty Million Dollars (\$20,000,000.00) to Twenty-Five Million Dollars (\$25,000,000.00) (the "Revolving Loan"); and (iii) extend to Grantor a revolving equipment line of credit in the original principal amount of up to One Million Dollars (\$1,000,000.00) (the "Equipment Line Facility").

C. In connection with the A&R Loan Agreement, Grantor and Grantee have agreed to amend and confirm the terms of the Memorandum to, inter alia, (i) specifically secure, without limitation, the Grantor's obligations under the Revolving Loan and the Equipment Line Facility, and (ii) specifically include, without limitation, certain new trademarks obtained by Grantor.

D. Capitalized terms used herein and not otherwise defined shall have the meanings provided for such terms in the Memorandum.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Security Agreement.** The definition of "Security Agreement" contained in the fourth paragraph of the Memorandum is hereby amended to specifically include, without limitation, the A&R Loan Agreement, as the same may be amended from time to time.
2. **New Trademarks. Exhibit "A"** to the Memorandum is hereby amended to specifically include, without limitation, each of the following:



TRADEMARK	REGISTRATION/SERIAL NUMBER
OUR BUSINESS IS GROWING	S/N 75-159,367 R/N 2,079,352
SPORTSMAN'S CHOICE	S/N 74-183,010 R/N 1,703,324
BODY FORM	S/N 74-144,446 R/N 1,774,681
JUNETI JUVANT	S/N 71-693,708 R/N 637,297
SHOE JUICE	S/N 75-151,506 R/N 2,079,288
PRO ACTION	S/N 73-816,598 R/N 1,166,385
SUMMER BREEZE	S/N 75-579,782

3. **Ratification and Confirmation.** As amended hereby, all of the terms and conditions of the Memorandum, all documents in connection therewith and all liens, security interests, rights and remedies granted therein, remain in full force and effect and are hereby ratified, confirmed and continued as security for all obligations of Grantor to Grantee, including, without limitation, all obligations under and in connection with the Revolving Loan and the Equipment Line Facility and all other obligations of Grantor to Grantee under the A&R Loan Agreement.

4. **Binding Effect.** This Amendment shall be binding upon the successors, assigns and personal representatives of Grantor and shall inure to the benefit of the successors and assigns of Grantee.

5. **Severability.** The provisions of this Amendment are deemed to be severable and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

7. **Headings.** The headings of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

ALL-LUMINUM PRODUCTS, INC.

By: [Signature]  
Ira Cohen, Executive Vice President

(CORPORATE SEAL)

Attest: [Signature]  
Name/Title: [Signature]

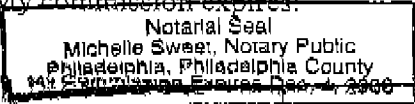
FIRST UNION NATIONAL BANK, successor by merger to CoreStates Bank, N.A.

By: [Signature]  
John P. Brady, Vice President

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF Phia :

On this, the 29 day of June, 2000, before me, a Notary Public, personally appeared Ira Cohen who acknowledged himself to be the Executive Vice President of All-Luminum Products, Inc., a Pennsylvania corporation, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

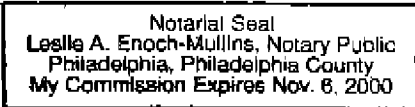
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michelle Sweet  
Notary Public  
My commission expires:  


COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF Philadelphia :

On this, the 30<sup>th</sup> day of June, 2000, before me, a Notary Public, personally appeared John P. Brady who acknowledged himself to be a Vice President of First Union National Bank, successor by merger to CoreStates Bank, N.A., and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Grantee himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Leslie A. Enoch-Mullins  
Notary Public  
My commission expires:  
  
Member, Pennsylvania Association of Notaries

**MEMORANDUM OF SECURITY AGREEMENT**

THIS MEMORANDUM OF SECURITY AGREEMENT dated as of June 17, 1997, is made by ALL-LUMINUM PRODUCTS, INC., a Pennsylvania corporation with an address a 10981 Decatur Street, Philadelphia, PA 19154-3289 ("Grantor"), in favor of CORESTATES BANK, N.A., which also does business as Philadelphia National Bank, CoreStates First Pennsylvania Bank and Hamilton National Bank, a national banking association, with an address at Broad and Chestnut Streets, Philadelphia, PA 19107 ("Grantee").

WHEREAS, Grantor is the owner of the trademarks and trademark registrations listed on Schedule "A" attached hereto (collectively, the "Marks"); and

WHEREAS, Grantor is the owner of the patents and patent registrations listed on Schedule "B" attached hereto (collectively, the "Patents"); and

WHEREAS, under a certain Amended and Restated Loan and Security Agreement dated January 28, 1993 between Grantor and Grantee, as amended (the "Security Agreement"), Grantor has granted to Grantee a security interest in certain of its assets, including general intangibles (which includes the Marks, Patents, and the goodwill associated therewith) to secure the payment and performance of certain liabilities and obligations owed by the Grantor to the Grantee; and

WHEREAS, Grantor and Grantee by this instrument seek to expressly confirm and record the grant of a security interest in the Marks, the Patents and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby acknowledge that it has granted to Grantee a first priority security interest in, to and under (i) the Marks and the goodwill associated therewith; (ii) the Patents and the goodwill associated therewith; and (iii) the rights, interests, and benefits of the foregoing, including without limitation any claim of the foregoing, and any claim of the Grantor against any third party for past, present and future infringement or dilution of any of the Marks or Patents, or for injury to the goodwill associated with any of the Marks or Patents.

AND Grantor also acknowledges and confirms that the rights and remedies of Grantee with respect to the security interests in the Marks and the Patents granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has caused this Memorandum of Security Agreement to be duly executed by its proper corporate officers and its common or corporate seal to be hereunto affixed as of the day and year first above written.

ALL-LUMINUM PRODUCTS, INC.

By:   
Ira Cohen, Executive Vice President

[CORPORATE SEAL]

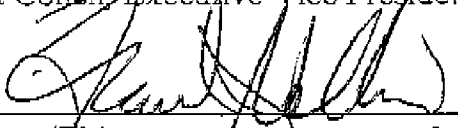
Attest:   
Name/Title: FRANK NELLO, CONTROLLER

EXHIBIT "A"  
TRADEMARKS

TRADEMARK	REGISTRATION/SERIAL NUMBER
SAFARI CAMP	S/N 74-488,288 R/N 2,079,532
CAMPERS' KITCHEN	R/N 1,334,318
DUX-BAK	R/N 1,882,262
BIG BUCK (Stylized letters)	R/N 1,313,300
BIG BUCK (Design)	R/N 1,057,285
BIG BUCK	R/N 637,297
KING CLUB	S/N 75-232,896

EXHIBIT "B"

PATENTS

PATENT	PATENT NUMBER
ARM FOR FOLDING BEACH CHAIR	D338,791

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Philadelphia : SS.

On this, the 21 day of August, 1997, before me, a Notary Public, personally appeared Ira Cohen, who acknowledged himself to be the Executive Vice President of All-Luminum Products, Inc., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Michelle Sweet*

Notary Public  
My commission expires:

Notarial Seal  
Michelle Sweet, Notary Public  
Philadelphia, Philadelphia County  
My Commission Expires Dec. 4, 2000