

9/24/03

09-25-2003

Form PTO-1594
(Rev. 10/02)
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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):
DUCKBACK ACQUISITION CORP.
DUCKBACK HOLDINGS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ 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: 9/15/03

2. Name and address of receiving party(ies)

Name: SunTrust Bank, as Agent

Internal Address: Third Floor

Street Address: 303 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30308

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Georgia
☐ 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 schedule

B. Trademark Registration No.(s) _____
See attached schedule

Additional number(s) attached ☒ Yes ☐ No

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

Name: Donna J. Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky
& Walker LLP

Street Address: 600 Peachtree Street, N.E.
Suite 2400

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter

Name of Person Signing

Signature

September 23, 2003

Date

Total number of pages including cover sheet, attachments, and document 21

09/26/2003 UNELLER 00000199 2224886

01 FE:0521
02 FE:0522

40.00 DP
425.00 DP

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

TRADEMARK
REEL: 002830 FRAME: 0969

Schedule 1
to
Intellectual Property Security Agreement

Dated as of September 15, 2003

Current Trademarks

See Attached.

Pledgor	Country	Mark	Serial No. or Registration No.	App/Reg Date

Trade Names

None.

Common Law Trademarks for Duckback Products, Inc.

None.

Trademarks Not Currently In Use

Duckback Products, Inc.	SAFE-T-ETCH*	PENDING	76/460,423 (10/22/02)		
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* Seller has agreed to allow SAFE-T-ETCH to go abandoned pursuant to an agreement with Prosoco.

Deckdoctor, Supershade or Superdeck U.V. Marine.

Schedule 1 to Intellectual Property Security Agreement

US Trademarks:

Registered Owner	Trademark Description	Status	Application Number/Date	Registration Number/Date	Renewal Date
Duckback Products, Inc.	DECKDOCKTOR	REGISTERED		2,224,886 (02/23/99)	02/23/09
Duckback Products, Inc.	DECKTERGENT	REGISTERED		1,844,038 (07/12/94)	07/12/04
Duckback Products, Inc.	DECKTERGENT	REGISTERED (California Registration)		98,516 (12/30/93)	12/30/03
Duckback Products, Inc.	FIGHT BACK	REGISTERED		1,272,292 (04/03/84)	04/03/04
Duckback Products, Inc.	FIGHTBACK	REGISTERED		1,792,281 (09/14/93)	09/14/03
Duckback Products, Inc.	GLAZECRETE	REGISTERED		1,790,023 (08/31/93)	08/31/03
Duckback Products, Inc.	LIKE SUNGLASSES FOR YOUR WOOD	REGISTERED		1,994,844 (08/20/96)	08/20/06
Duckback Products, Inc.	MASON'S SELECT	REGISTERED		2,574,175 (05/28/02)	05/28/12
Duckback Products, Inc.	Miscellaneous Design (Duck Design)	REGISTERED		1,791,181 (09/07/93)	09/07/03
Duckback Products, Inc.	Miscellaneous Design (Duck Design)	REGISTERED (California Registration)		97,231 (02/22/93)	02/22/13
Duckback Products, Inc.	PRIMARY COATINGS	PENDING (Supplemental Register)	75/831,126 (10/25/99)		
Duckback Products, Inc.	SAFE-T-ETCH*	PENDING	76/460,423 (10/22/02)		
Duckback Products, Inc.	SPA SAVER	REGISTERED		2,212,373 (12/22/98)	12/22/08
Duckback Products, Inc.	STA-NU	REGISTERED		1,881,727 (03/07/95)	03/07/05
Duckback Products, Inc.	SUPERDECK	REGISTERED		1,665,594 (11/26/91)	11/26/11
Duckback Products, Inc.	SUPERDECK	REGISTERED	76/330,060 (10/25/01)	2,607,493 (08/13/02)	08/13/12
Duckback Products, Inc.	TRADITIONAL BEAUTY WITH MODERN PROTECTION	REGISTERED		2,054,043 (04/22/97)	04/22/07
Duckback	WOODPERFECT	REGISTERED		1,616,334	10/09/10

Registered Owner	Trademark Description	Status	Application Number/Date	Registration Number/Date	Renewal Date
Products, Inc.				(10/09/90)	

* Seller has agreed to allow SAFE-T-ETCH to go abandoned pursuant to an agreement with Prosoco.

Canada Trademarks:

Registered Owner	Trademark Description	Status	Application Number/Date	Registration Number/Date	Renewal Date
Duckback Products, Inc.	DECKDOCKTOR	REGISTERED	825,313 (10/08/96)	TMA483761	10/08/12
Duckback Products, Inc.	DECKDOCTOR and Design	REGISTERED	695,878 (12/19/91)	TMA448970 (10/20/95)	10/20/10
Duckback Products, Inc.	DECKTERGENT	REGISTERED	811,670 (05/03/96)	TMA475101 (04/23/97)	04/23/12
Duckback Products, Inc.	Duck (Design)	REGISTERED	810,886 (04/25/96)	TMA490576 (02/26/98)	02/26/13
Duckback Products, Inc.	FIGHTBACK	REGISTERED	811,672 (05/03/96)	TMA475104 (04/23/97)	04/23/12
Duckback Products, Inc.	GLAZECRETE	REGISTERED	811,671 (05/03/96)	TMA475103 (04/23/97)	04/23/12
Duckback Products, Inc.	LIKE SUNGLASSES FOR YOUR WOOD	REGISTERED	810,887 (04/25/96)	TMA486325 (11/26/97)	11/26/12
Duckback Products, Inc.	RYAN ONE STROKE PROFESSIONAL SIGN PAINT and Design	REGISTERED	696,691 (12/19/91)	TMA417590 (10/01/93)	10/01/08
Duckback Products, Inc.	SUPERDECK	REGISTERED	810,885 (04/25/96)	TMA497466 (07/21/98)	07/21/13
Duckback Products, Inc.	SUPERDECK and Design	REGISTERED	695,879 (12/19/91)	TMA448764 (10/13/95)	10/13/10
Duckback Products, Inc.	SUPERDECK U.V. MARINE and Design	REGISTERED	695,880 (12/19/91)	TMA448493 (10/06/95)	10/06/10
Duckback Products, Inc.	SUPERSHADE	REGISTERED	811,673 (05/03/96)	TMA482603 (09/15/97)	09/15/12
Duckback Products, Inc.	TRADITIONAL BEAUTY WITH MODERN PROTECTION	REGISTERED	810,888 (04/25/96)	TMA486865 (12/12/97)	12/12/12
Duckback Products, Inc.	WOODPERFECT and Design	REGISTERED	695,877 (12/19/91)	TMA446338 (08/25/95)	08/25/10

Mexico Trademarks:

Registered Owner	Trademark Description	Status	Application Number/Date	Registration Number/Date	Renewal Date
Duckback Products, Inc.	WOODPERFECT	PENDING	596,281 (04/09/03)		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of September 15, 2003, by and among each of the parties listed on the signature pages hereof as pledgors (collectively, the "Pledgors" and individually, a "Pledgor") and SunTrust Bank (the "Agent"), as administrative agent for itself, the Lenders (as defined below) and the Issuing Banks (as defined below).

WITNESSETH:

WHEREAS, Professional Paint, Inc., a Delaware corporation, Frazee Industries, Inc., a Delaware corporation, Kwal-Howells, Inc., a Colorado corporation, Parker Paint Mfg. Co., Inc., a Washington corporation, Frazee Franchise Corp., a Delaware corporation (collectively, the "Borrowers"), the lenders party thereto (the "Lenders"), SunTrust Bank, as issuing bank (together with any other Person who hereafter may be designated as an Issuing Bank pursuant to the Credit Agreement (as defined below), the "Issuing Banks") and the Agent are parties to that certain Credit Agreement dated as of August 11, 2000 (as modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to extend credit to the Borrowers from time to time and the Borrowers have agreed to grant a security interest in substantially all of their assets to the Agent for the benefit of the Agent, the Lenders and the Issuing Banks (collectively, the "Lender Group"); and

WHEREAS, the Lender Group has required that the Pledgors execute and deliver this Agreement (a) in order to secure the prompt and complete payment, observance and performance of all of (i) the Obligations (as defined in the Credit Agreement) of the Borrowers under the Credit Agreement, and (ii) the obligations of the Pledgors arising from this Agreement, the Subsidiary Guaranty and the Subsidiary Security Agreement as amended or supplemented from time to time ((i) and (ii) being hereinafter collectively referred to as the "Secured Obligations") and (b) as a condition precedent to the continued extension of credit under the Credit Agreement;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Pledgors hereby agree as follows:

1. **Defined Terms.**

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

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

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the Subsidiary Guaranty and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment of all the Secured Obligations, each Pledgor hereby grants a security interest in and lien on and pledges to the Agent, in each case for the benefit of the Lender Group, all of such Pledgor's right, title and interest in and to the following, whether, now existing or hereafter adopted or acquired:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks" and (ii) all proceeds of any and all of the foregoing including, without limitation, license royalties and proceeds of infringement suits. It is understood and agreed that the Trademarks assigned shall hereby include, without limitation, rights and interests pursuant to licensing or other contracts in favor of such Pledgor pertaining to the Trademarks, but in the case of third parties which are not Affiliates of such Pledgor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties. Notwithstanding the foregoing, the Trademarks shall not include trademarks or other property or rights referenced in this paragraph 4 which are subject to an agreement or contract that prohibits the granting of a Lien under this Agreement.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the

world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations and recordings thereof and all applications in connection therewith listed on Schedule 3 attached hereto and made a part hereof, and (A) all reissues, continuations, extensions or renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(D) in this paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all products and proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark, copyright or other intellectual property, including software, license agreements with any other party, whether such Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Agent's rights under the Credit Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by such Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 4(d), the grant of a security interest in the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement or the assignment of Pledgor's rights under the License; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 4(d) shall be deemed to apply thereto automatically; and provided, further however, that such Pledgor shall fully disclose to the Agent all such prohibitions contained in the Licenses listed on Schedule 4 and shall promptly notify the Agent upon the termination of such prohibitions.

In addition to the security interest, lien and pledge set out in this Section 4, to secure the complete and time payment of all of the Secured Obligations, each Pledgor hereby further assigns and transfers to the Agent, for the rateable benefit of the Lender Group, all of such Pledgor's right, title and interest in and to the assets set forth in Sections 4(a), (b), (c) and (d), whether, now existing or hereafter adopted or acquired other than Trademarks registered or used in Canada.

5. Restrictions on Future Agreements. Each Pledgor agrees that it will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and such Pledgor further agrees that it will not take any action, and will use its reasonable best efforts not to permit any action to

be taken by others subject to its control, including, without limitation, licensees, or knowingly fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the material rights associated with the Trademarks, Patents, Copyrights or Licenses (subject to Sections 8 and 10).

6. New Trademarks, Patents, Copyrights and Licenses. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 under such Pledgor's name, include all of the Trademarks now owned or held by such Pledgor, (b) the Patents listed on Schedule 2 under such Pledgor's name include all of the Patents now owned or held by such Pledgor, (c) the Copyrights listed on Schedule 3 under such Pledgor's name include all of the Copyrights now owned or held by such Pledgor in whole or in part and that the Copyrights are subsisting and have not been adjudged invalid or unenforceable, (d) the Licenses listed on Schedule 4 under such Pledgor's name include all of the patent, trademark or copyright license agreements under which such Pledgor is the licensee or licensor, and (e) no Liens, claims or security interests, charges or encumbrances in such Trademarks, Patents, Copyrights or Licenses have been granted by such Pledgor to any Person, which are still in effect, other than the Agent and except as permitted in the Credit Agreement. If, prior to the termination of this Agreement, any Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any new patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent, copyright or other intellectual property license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Each Pledgor shall give to the Agent prompt written notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. Each Pledgor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under paragraph 4 above or under this paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under paragraph 4 above or under this paragraph 6, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations and recordings thereof and all applications in connection therewith, which are Copyrights under paragraph 4 above or under this paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent, copyright or other intellectual property license agreements that are Licenses under paragraph 4 above or under this paragraph 6 and not otherwise excluded from the security interest granted under paragraph 4, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3 thereto, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

Each Pledgor represents and warrants, from and after the date hereof, that to its knowledge: (a) all registrations of such Pledgor's Trademarks listed in Schedule 1 are valid, subsisting, and have not been cancelled; and (b) there are no third party claims that the use of such Pledgor's Trademarks infringe or will infringe any trade-mark, service mark or trade name of any other person or that any of its Trademark registrations are invalid or unenforceable.

7. Royalties. Each Pledgor hereby agrees that the use by the Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 15 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender Group to such Pledgor.

8. Right to Inspect; Further Agreements and Security Interest. The Agent may from time to time hereafter (during normal business hours and upon reasonable notice to the Pledgor if no Event of Default has occurred and is continuing or at any time with or without notice if an Event of Default has occurred and is continuing), have access to, examine, audit and inspect such Pledgor's premises and examine such Pledgor's books, records and operations relating to the Trademarks, Patents, Copyrights and Licenses. Each Pledgor agrees not to sell or assign its respective interests in, or grant any security interest in or license under, the Trademarks, Patents, Copyrights or Licenses (other than non-material Trademarks no longer in use) without the prior and express written consent of the Agent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Secured Obligations have been paid in full and the Credit Agreement and the Subsidiary Guaranty have been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, all termination statements releases, reassignments and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks, Patents, Copyrights and Licenses subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement, or any other Loan Document between the Pledgors and the Agent.

10. Duties of the Pledgors. Each Pledgor shall have the duty, to the extent desirable in the normal conduct of its business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of the Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of such Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses. Each Pledgor further agrees with respect to any of the Trademarks, Patents, Copyrights and Licenses material to the business of such Pledgor (i) not to abandon any Trademark, Patents, Copyrights or Licenses without the prior written consent of the Agent, and (ii) to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses. Any expenses incurred in connection with the foregoing shall be borne by the applicable Pledgor. The Agent shall not have any duty, other

than any duty imposed by law, with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Lender Group shall be under no obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other parties, but the Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of such Pledgor and shall be added to the Secured Obligations secured hereby.

11. The Agent's Right to Sue. From and after the occurrence of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights or Licenses and, if the Agent shall commence any such suit, such Pledgor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. Each Pledgor shall, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 11 (including, without limitation, fees and expenses of attorneys and paralegals for the Agent).

12. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by any Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to such Pledgor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably appoints the Agent its attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, at such time as an Event of Default has occurred and is continuing under the Credit Agreement and consistent with existing license agreements, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey

or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to any Person, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights and Licenses to any Person, and (iv) take any other actions with respect to the Trademarks, Patents, Copyrights or Licenses as the Agent reasonably deems in the best interest of the Lender Group. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated at which time such power of attorney shall be revoked. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Agent to exercise any of its remedies under Section 9-610, Section 9-620 or other equivalent provisions of revised Article 9 of the Uniform Commercial Code as in effect in the State of New York with respect to the Trademarks, Patents, Copyrights and Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights or Licenses whether established hereby, by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. Each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least five (5) days, if such notice is given by facsimile or eight (8) days, if such notice is given by mail, before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon each Pledgor and its successors and assigns, and shall inure to the benefit of each of the Agent, the Lenders and the Issuing Banks and their respective nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of such Pledgor; provided, however, that such Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of New York, including, without limitation, Sections 5-1401 and 5-1402 of the New York General Obligations Law and Section 327(b) of the New York Civil Practice Laws and Rules.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement or at the address set forth in Supplement #2 to the Subsidiary Guaranty of even date herewith.

19. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

21. Merger. This Agreement represents the final agreement of the Pledgors, the Lenders, the Issuing Banks and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any Pledgor and the Agent or any Lender.

22. Effectiveness. This Agreement shall become effective on the date hereof.

23. Continuing Lien; Transfers by Lenders.

(a) This Agreement shall create a continuing security interest and collateral assignment of the Trademarks, Patents, Copyrights or Licenses and shall (i) remain in full force and effect until payment in full of the Secured Obligations (or in the case of Letter of Credit Obligations, deposit of cash collateral or a letter or credit reasonably acceptable to the Agent, which in any event shall be in an amount equal to 102% of the Letter of Credit obligations), and the termination of the Commitments, (ii) be binding upon each Pledgor, its successors and assigns and (iii) inure to the benefit of the Agent, the Issuing Banks, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may assign or otherwise transfer any Obligations held by it, and such other benefits in respect thereof granted to the Agent herein or otherwise, to any other Person, subject, however, to the provisions of Section 11.5 of the Credit Agreement. Upon the payment in full of the Secured Obligations (or in the case of Letter of Credit Obligations, deposit of cash collateral or a letter or credit reasonably acceptable to the Agent, which in any event shall be in an amount equal to 102% of the Letter of Credit Obligations), and the termination of the Commitments, the assignment hereunder shall terminate and all rights to the Trademarks, Patents, Copyrights and Licenses shall revert to the Pledgors or to any other Person as may be designated by the Court, subject to any disposition thereof which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement. Upon any such termination, the Agent shall, at Pledgors' expense, execute and deliver to the Pledgors such documents as the Pledgors shall reasonably request to evidence such termination.

(b) The Trademarks, Patents, Copyrights and Licenses shall be subject to release from time to time in accordance with Section 10.15 of the Credit Agreement (the "Released Collateral"). The Liens under this Agreement shall terminate with respect to the Released Collateral upon such release, and upon the request of such Pledgor, the Agent shall

execute and deliver such instrument or document as may be necessary to release the Liens granted hereunder; provided, however, that (i) the Agent shall not be required to execute any such documents on terms which, in the Agent's opinion, would expose the Agent to liability and (ii) such release shall not in any manner discharge, affect or impair the Secured Obligations of any Pledgor or any Liens on (or obligations of the Pledgor in respect of) all interests retained by such Pledgor, including without limitation, the proceeds of any sale, all of which shall continue to constitute part of the collateral covered by this Agreement.

24. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement. All of the Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses whether established hereby, by the Credit Agreement, any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Pledgor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender Group, or any of them, under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, upon the occurrence and during the continuation of an Event of Default, in addition to all other rights and remedies given it by this Agreement and the Loan Documents, those rights and remedies allowed by law and the rights and remedies of a secured party on default under the UCC as enacted in the State of New York at that time.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

DUCKBACK ACQUISITION CORP., a Delaware
corporation

By: 

Name: Daniel Colbourne

Title: VP

DUCKBACK HOLDINGS, INC., a Delaware
corporation

By: 

Name: Daniel Colbourne

Title: VP

Agreed and Accepted as of
the ____ day of September, 2003.

SUNTRUST BANK, as Agent

By: _____

Name: _____

Title: _____

STATE OF Colorado)
) ss.:
COUNTY OF Arapahoe)

The foregoing Intellectual Property Security Agreement was executed and acknowledged before me this 15th day of September, 2003, by Daniel Calhoun personally known to me to be the VP of Duckback Acquisition Corp., a Delaware corporation, on behalf of such company.

(SEAL)

Virginia A. Moore
Notary Public
My Commission expires:
My Commission Expires
2/3/2007

STATE OF Colorado)
) ss.:
COUNTY OF Arapahoe)

The foregoing Intellectual Property Security Agreement was executed and acknowledged before me this 15th day of September, 2003, by Daniel Calhoun personally known to me to be the VP of Duckback Holdings, Inc., a Delaware corporation, on behalf of such company.

(SEAL)

Virginia A. Moore
Notary Public
My Commission expires:
My Commission Expires
2/3/2007

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 002830 FRAME: 0984

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

DUCKBACK ACQUISITION CORP., a Delaware
corporation

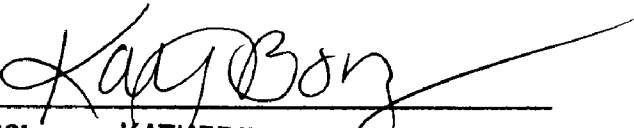
By: _____
Name: _____
Title: _____

DUCKBACK HOLDINGS, INC., a Delaware
corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted as of
the 15th day of September, 2003.

SUNTRUST BANK, as Agent

By: 
Name: KATHERINE A. BOOZER
Title: VICE PRESIDENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 002830 FRAME: 0985

STATE OF Georgia)
) ss.:
COUNTY OF Clayton)

The foregoing Intellectual Property Security Agreement was executed and acknowledged before me this 11th day of September, 2003, by Bethy Boaz, personally known to me to be the Vice President of SunTrust Bank, on behalf of such bank.

(SEAL)

Leisa A. Caldwell

Notary Public
My Commission expires:

LEISA A. CALDWELL
Notary Public, Clayton County, Georgia
Commission Expires June 30, 2007

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 002830 FRAME: 0986

Schedule 2
to
Intellectual Property Security Agreement

Dated as of September 15, 2003

Patents

None.

Patent Applications

None.

Schedule 3
to
Intellectual Property Security Agreement

Dated as of September 15, 2003

Copyrights

None.

Schedule 4
to
Intellectual Property Security Agreement

Dated as of September 15, 2003

Licenses

None.