

10-02-2003

Form PTO-1594

(Rev. 10/02)

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

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102565215

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):
Trans Western Polymers, 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: 08/27/2003

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as Agent

Internal

Address: Loan Admin. Manager

Street Address: 15260 Ventura Blvd., Suite 400

City: Sherman Oaks State: CA Zip: 91403

- ☐ 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

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

A. Trademark Application No.(s) _____
see attachedB. Trademark Registration No.(s) _____
see attachedAdditional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Federal Research Co., LLC

Internal Address: _____

Street Address: 1030 15th St., NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and
registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Julie Cravitz

Name of Person Signing

Signature

Oct. 1, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

10/02/2003 67811 00000007 74107468

01 FC:0522
02 FC:052240.00 BP
250.00 BP

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

TRADEMARK
 REEL: 002836 FRAME: 0779

EXHIBIT TO

RECORDATION FORM COVER SHEET -- TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
PRINCESS LORI	74/107468	10/17/90
ULTRA SEAL	74/373128	03/29/93
PRINCESS LORI	1,684,302	04/28/92
IRONCLAD	1,256,930	11/22/83
STRAP IRON CLAD & Design	2,163,104	06/09/98
STRAP IRON CLAD BAGS & Design	2,163,106	06/09/98
IRON SIDES	1,457,390	09/15/87
IRON SAK	1,692,897	06/09/92
IRONMADE	1,608,203	07/31/90
IRONBUILT	2,364,527	07/04/00
IRON SIDES	2,086,304	08/05/97

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") dated as of August 27, 2003, is entered into by and among TRANS WESTERN POLYMERS, INC., a California corporation ("Grantor"), and FLEET CAPITAL CORPORATION ("Fleet"), as Agent for the Lenders party to the Amended Loan Agreement referred to below ("Agent"), with reference to the following facts:

RECITALS

A. Grantor is party to that certain Trademark Security Agreement dated as of July 25, 1996 by Grantor in favor of Fleet Capital Corporation, as lender ("Fleet"), under the Prior Loan Agreement (as defined below), for the benefit of Fleet (the "Trademark Agreement"). The Trademark Agreement was recorded on July 29, 1996 with the United States Patent and Trademark Office. The Trademark Agreement was entered into in connection with that certain Loan and Security Agreement dated as of May 9, 1996 (as amended, extended, renewed, supplemented or otherwise modified prior to the date hereof, the "Prior Loan Agreement") between Grantor, as borrower, and Fleet, as lender.

B. Pursuant to that certain Master Assignment, Amendment and Reaffirmation Agreement, Fleet has assigned to Agent, for the benefit of the Lenders, all of its rights under the Trademark Agreement.

C. Concurrently with the execution of this Amendment, the Prior Loan Agreement is being amended and restated by that certain Amended and Restated Loan and Security Agreement dated as of August 27, 2003 among Grantor, as borrower, the other lenders therein named (the "Lenders"), and the Agent (as such agreement may from time to time be amended, restated, extended, renewed, supplemented or otherwise modified, the "Amended Loan Agreement"). Terms defined in the Amended Loan Agreement and not otherwise defined in this Amendment shall have the respective meanings defined for those terms in the Amended Loan Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, the Lenders and Agent hereby agree as follows:

1. Schedule A. Schedule A attached to the Trademark Security Agreement is amended and replaced by Annex 1 to this Amendment.
2. Confirmation. In all other respects, the terms of the Trademark Agreement are hereby confirmed.
3. Representations and Warranties of Grantor. Grantor hereby reaffirms, as of the date hereof, all of the representations and warranties set forth in the Trademark

Agreement. Each reference to "Collateral" in such representations and warranties shall include the Collateral identified on Annex 1 attached hereto.


4. Counterparts. This Amendment may be executed in counterparts, which counterparts, when so executed and delivered, shall together constitute but one original.

5. Governing Law. This Amendment shall be construed and enforced in accordance with and governed by the Federal Laws of the United States of America and the Laws of the State of California.

**[THIS SPACE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, Grantor, the Lenders and Agent have executed this amendment as of the date first above written by their duly authorized representatives.

TRANS WESTERN POLYMERS, INC.,
a California corporation

By: 
Name: JOON B. BAI
Title: CEO / PRESIDENT

FLEET CAPITAL CORPORATION, as Agent and
sole initial Lender

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor, the Lenders and Agent have executed this amendment as of the date first above written by their duly authorized representatives.

TRANS WESTERN POLYMERS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

FLEET CAPITAL CORPORATION, as Agent and
sole initial Lender

By: 
Name: MATTHEW R. VAN STEENHOISE
Title: SENIOR VICE PRESIDENT

SCHEDULE A
TO THE TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
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