

10-20-03

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



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

102578433

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

1. Name of conveying party(ies): AIRWALK INTERNATIONAL, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Third Amendment to Collateral Assig

Execution Date: 10/15/2003

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

Internal Address:

Street Address: 1133 Avenue of the Americas

City: New York State: NY Zip: 10036

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State of Delaware, 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 Exhibit A Attached Hereto

B. Trademark Registration No.(s) See Exhibit A Attached Hereto

Additional number(s) attached Yes No

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

Name: Otterbourg, Steindler, Houston

Internal Address: & Rosen, P.C.

Attn: Preston R. Cappello

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

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:

DO NOT USE THIS SPACE

9. Signature.

Preston R. Cappello Name of Person Signing

Signature: Preston R. Cappello Date: October 17, 2003

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

10/20/2003 LNUJELLER 00000162 76400419

01 FC:8521 02 FC:8522

40.00 DP 425.00 DP

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

**EXHIBIT A
TO
THIRD AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

The following additional information is hereby added to Exhibit A to Trademark Collateral Assignment and Security Agreement:

<u>Registration Number</u>	<u>Trademark</u>
2619496	Misc. Design
2743325	Tare 7
2743534	ETURA
2538220	Mark A and Design
2578677	Misc. Design
2578679	Misc. Design
2671618	Misc. Design

<u>Application/Serial Number</u>	<u>Trademark Application</u>
76/400419	Mark A and Design
76/408448	Mark A (Stylized)
76/975828	Mark A (Stylized)
78/193475	Airwalk
76/246029	ETURA
76/304650	Misc. Design
78/169347	Airwalk
78/169354	Mark A and Design
76/320,504	Verus Technology
76/304779	
78/142226	

**THIRD AMENDMENT
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIRD AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Amendment"), made as of this 5TH day of October, 2003, by and between AIRWALK INTERNATIONAL, LLC, a Delaware limited liability company ("Debtor") and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"). Unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement (as defined below) shall have the meaning given to such terms in the Trademark Security Agreement.

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated December 19, 1998, as amended by the Amendment to Trademark Collateral Assignment and Security Agreement, dated July 1, 1999 and the Second Amendment to Trademark Collateral Assignment and Security Agreement, dated November 20, 2000 (collectively, the "Trademark Security Agreement"); and

WHEREAS, Debtor has notified Secured Party that Debtor has filed additional applications for, or has registered, certain trademarks with the U.S. Patent and Trademark Office; and

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future trademark applications and trademarks of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Amendment to Exhibit A. Exhibit A to the Trademark Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit A attached hereto.

2. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.


3. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, each Debtor and Secured Party have executed this Agreement as of the day and year first above written.

AIRWALK INTERNATIONAL, LLC
By: AIRWALK Holding Company, LLC,
its Managing Member

By: Sunrise Capital Partners , L.P., its Sole Member
By: Sunrise Advisors LLC, its General Partner

By: 
Name: David A. Preiser
Title: Managing Member

CONGRESS FINANCIAL CORPORATION

By: 
Title: VP

STATE OF New York)
) ss.:
COUNTY OF Richmond)

On this 15th day of October, 2003, before me personally came David A. Preiser, to me known, who stated that he is the Managing Member of SUNRISE ADVISORS LLC, which is the General Partner of SUNRISE CAPITAL PARTNERS L.P., which is the Sole Member of AIRWALK HOLDING COMPANY, LLC, which is the Managing Member of AIRWALK INTERNATIONAL, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by the due authority of said limited liability company.

Monica Uribe
Notary Public

MONICA URIBE
Notary Public, State of New York
No. 01UR6021228
Qualified in Richmond County
Commission Expires March 08, 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 16 day of October, 2003, before me personally came Dave Luce, to me known, who, being duly sworn, did depose and say, that ~~(s)~~he is the Vice President of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Amy Hotaling
Notary Public

AMY HOTALING
NOTARY PUBLIC, State of New York
#4862066 Qualified in New York County
Commission Expires June 23, 2006

**EXHIBIT A
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