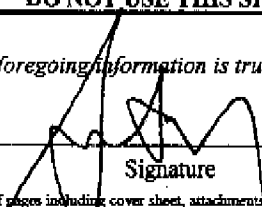


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇒ ⇒ ⇒ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Fourth Phase Ltd. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Corporation - <input checked="" type="checkbox"/> Other - a company organized under the laws of Nova Scotia Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: Fortress Credit Corp. Internal Address: 1251 Avenue of the Americas, 16th Floor Street Address: City: New York State: NY Zip: 10020 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other:		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: July 8, 2004			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
4. Application number(s) or registration number(s): A. Trademark Application No.(s)			B. Trademark Registration No.(s) 2206367; 2322675; 2206370; 1885332; 1900911; 1997035; 1986581		
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Santo Manna, Esq. Internal Address: Schulte Roth & Zabel LLP _____ _____ Street Address: 919 Third Avenue City: New York State: N.Y. Zip: 10022			6. Total number of applications and registrations involved: 7		
			7. Total fee (37 CFR 3.41) \$ 190.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: 500675 - Schulte Roth & Zabel LLP (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>					
Santo Manna Name of Person Signing		 Signature		July 16, 2004 Date	
Total number of pages including cover sheet, attachments, and document: 5					

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

CH \$190.00 500675 2206367

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Fourth Phase Ltd. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated July 8, 2004 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Fortress Credit Corp., as agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

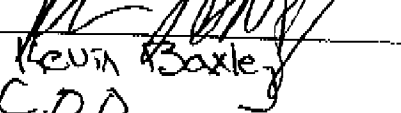
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral 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.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 8, 2004.

FOURTH PHASE LTD.

By: 
Name: Kevin Baxley
Title: C.O.O.

STATE OF _____

ss.:

COUNTY OF _____

On this 8th day of July 2004, before me personally came Karin Baxley to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the C.O.O. of Fourth Phase Ltd, a company organized under the laws of Nova Scotia and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



MICHAEL S. BETTS
Notary Public, State of New York
No. 01BE6099798
Qualified in New York County
Commission Expires Nov. 6, 2007

SCHEDULE 1A TO ASSIGNMENT FOR SECURITYU.S. TRADEMARKS

<u>Date Assigned</u> <u>Trademark Name</u> <u>PRG</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Serial Number/</u> <u>Registration Date</u>	<u>to</u>
Sun and Wave Design Mark	76/65,163 2,206,367	9/13/96	12/1/98	
Westsun Show Systems	75/142,580 2322675	7/31/96	2/29/00	10/21/02
Westsun	75/165,798 10/21/02	9/13/96	12/1/98 2206370	
Obie	1,885,332		5/23/1998	
Obie's	1,900,911		6/20/1995	
Obie	California No. 43592		Term to: 7/27/04	
Obie	California No. 44162		Term to: 11/29/04	
The Obie Company and design	California No. 43953		Term to: 10/3/04	
The Obie Company and design	California No.43591		Term to: 7/27/04	
Xescan	1,997,035		8/27/96	
The Obie Company and Design	1.986.581	7/16/98		