

3/29/04

03-31-2004

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

102708999

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

1. Name of conveying party(ies): Tripac International, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other

2. Name and address of receiving party(ies) Name: Textron Financial Corporation Internal Address: Street Address: 11575 Great Oaks Way, Ste 210 City: Alpharetta State: GA Zip: 30022 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: March 4, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) Tripac Automotive Components, Tripac B. Trademark Registration No.(s) 1834546

Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Robert Dysart, Jr. Internal Address: Street Address: 11575 Great Oaks Way Suite 210 City: Alpharetta State: GA Zip: 30022

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ 90.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 50-2816 (deficiency only)

DO NOT USE THIS SPACE

9. Signature. Thomas A. Kulik Name of Person Signing [Signature] Signature March 24 2004 Date

Total number of pages including cover sheet, attachments, and document: 10

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

03/30/2004 EDOOPER 00000228 1834546

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OFFICE OF PUBLIC RECORDS 2004 MAR 29 AM 9:01 FINANCE SECTION

**FIRST AMENDMENT TO
PATENT, COPYRIGHT AND TRADEMARK COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT, COPYRIGHT AND TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment") is made as of the 4th day of March, 2004, between TRIPAC INTERNATIONAL, INC., a Texas corporation ("Borrower"), and TEXTRON FINANCIAL CORPORATION, a Delaware corporation ("Lender").

WHEREAS, the Borrower and Lender entered into a Loan and Security Agreement, dated as of April 3, 2003 (the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Borrower and Lender entered into a Patent, Copyright and Trademark Collateral Assignment and Security Agreement (the "IP Security Agreement"), dated as of April 3, 2003;

WHEREAS, the Borrower and Lender entered into an First Amendment to Loan and Security Agreement, effective as of the date hereof (the "First Amendment"), which such Amendment amended the Loan Agreement;

WHEREAS, in connection with the First Amendment, the Borrower and Lender intend to make certain amendments to the IP Security Agreement, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined in this Amendment shall have the meaning ascribed to them in the Loan Agreement.

2. **Amendments to IP Security Agreement.** Effective as of the date hereof, the IP Security Agreement is hereby amended as follows:

2.1 **Recitals.** Paragraph A of the Recitals of the IP Security Agreement is hereby amended and restated in its entirety to read as follows:

"A. Assignor and Secured Party have entered into that certain Loan and Security Agreement, pursuant to which Secured Party has agreed to extend credit to Assignor in the maximum amount of \$6,200,000 (as amended, restated, modified and supplemented from time to time, the "Loan Agreement")."

2.2 Schedule A. Schedule A to the IP Security Agreement is hereby deleted in its entirety and replaced with the Schedule A attached hereto.

4. **Effectiveness of Amendment.** This Amendment shall be effective upon receipt by Lender of:

(a) An executed copy of this Amendment; and

(b) Such other documents and instruments as Lender may reasonably request to reflect the changes set forth in this Amendment.

5. **Ratifications, Representations and Warranties.**

(a) The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the IP Security Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the IP Security Agreement are ratified and confirmed and shall continue in full force and effect. Borrower and Lender agree that the IP Security Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its respective terms.

(b) To induce Lender to enter into this Amendment, the Borrower ratifies and confirms each representation and warranty set forth in the Loan Agreement and the IP Security Agreement as if such representations and warranties were made on the even date herewith, and further represents and warrants (i) that there has occurred since the date of the last financial statements delivered to Lender no event or circumstance that has resulted or could reasonably be expected to result in a Materially Adverse Effect, (ii) that no Event of Default exists on the date hereof, and (iii) that the Borrower is fully authorized to enter into this Amendment.

6. **Benefits.** This Amendment shall be binding upon and inure to the benefit of Lender and the Borrower, and their respective successors and assigns; provided, however, that the Borrower may not, without the prior written consent of Lender, assign any rights, powers, duties or obligations under this Amendment, the Loan Agreement, the IP Security Agreement or any of the other Loan Documents.

7. **Construction.** This Amendment shall be governed by and construed in accordance with the laws of the State of Rhode Island.

8. **Invalid Provisions.** If any provision of this Amendment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the remaining provisions of this Amendment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

9. **Entire Agreement.** The IP Security Agreement, as amended by this Amendment, along with the other Loan Documents, contain the entire agreement among the parties regarding the subject matter hereof and supersede all prior written and oral agreements and understandings among the parties hereto regarding same.

10. **Reference to Loan Agreement.** The Loan Agreement, the IP Security Agreement and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Loan Agreement, as amended hereby, are hereby amended so that any reference in the Loan Agreement or the other Loan Documents to the IP Security Agreement shall mean a reference to the IP Security Agreement as amended hereby.

11. **Counterparts.** This Amendment may be separately executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall be deemed to constitute one and the same agreement.

12. **Effect of Amendment.** This Amendment renews, extends, modifies and carries forward, but does not extinguish, the pledges made and security interests granted in the IP Security Agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

TRIPAC INTERNATIONAL, INC.

By: David R Newell
Name: David R Newell
Title: V.P.

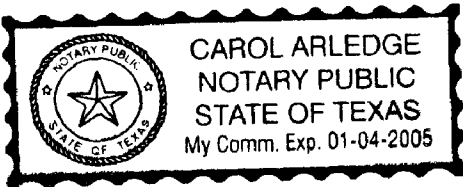
STATE OF TEXAS)
COUNTY OF TARRANT)

SS:

BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this 4th day of March, 2004, personally appeared David R Newell to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of TRIPAC INTERNATIONAL, INC., ~~and that the seal affixed to the foregoing instrument is the corporate seal of said corporation,~~ and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said David R Newell acknowledged said instrument to be the free act and deed of said corporation.

Carol Arledge
Notary Public

My Commission Expires: _____



First Amendment to IP Security Agmt
009588.0103: 272657.02

TEXTRON FINANCIAL CORPORATION

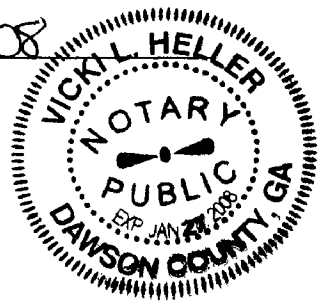
By: [Signature]
Name: ROBERT J. DYSART, JR
Title: SENIOR ACCOUNT EXECUTIVE

STATE OF GEORGIA)
) SS:
COUNTY OF Fulton)

BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this ~~5th~~ ^{March} day of ~~February~~, 2004, personally appeared Robert J. Dysart Jr to me known personally, and who, being by me duly sworn, deposes and says that he/she is the Senior Acct. Exec. of TEXTRON FINANCIAL CORPORATION and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Senior Acct. Exec. acknowledged said instrument to be the free act and deed of said corporation.

[Signature: Vicki L. Heller]
Notary Public

My Commission Expires: 1/27/08



First Amendment to IP Security Agmt
009588.0103: 272657.02

SCHEDULE A

INTELLECTUAL PROPERTY COLLATERAL

TRADEMARKS

<u>Trademark/ Service Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration/ Filing Date</u>	<u>Expiration Date</u>
Super Flo	France	93467960	June 1, 1994	May 11, 2003
Super Flo	Italy	660562	October 17, 1995	May 21, 2003
Multifit	USA	1834546	May 3, 1994	May 3, 2004
Multifit	Australia	A596553	January 9, 1995	February 22, 2010
Multifit	France	93458645	February 25, 1994	March 9, 2003
Multifit	Italy	659598	October 3, 1995	March 5, 2003
Tri-Flow	Chile	Application Number 500119	September 6, 2000	N/A
Tri-Flow	Columbia	236955	June 7, 2001	June 7, 2011
Tri-Flow	Argentina	Application Number 2298008	July 21, 2000	
Tri-Flow	European Community	Application Number 1768142	July 21, 2000	
Tri-Flow	Australia	843576	July 24, 2000	Next Renewal July 24, 2010
Tri-Flow	Brazil	Application Number 823002713	July 25, 2000	

First Amendment to IP Security Agmt
009588.0103: 272657.02

TRADEMARK
REEL: 002937 FRAME: 0988

PATENTS

<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration/ Filing Date</u>	<u>Expiration Date</u>
Universal Condenser for Air Conditioning System	USA	5509276	January 11, 1995	April 23, 2013

TRADENAMES

“Tripac
Automotive
Components”

“Tripac”

First Amendment to IP Security Agmt
009588.0103: 272657.02

TRADEMARK
REEL: 002937 FRAME: 0989

Exhibit of Registration and Applications

Applications

Registrations

Tripac Automotive Components
(application number not yet designated)

1834546

Tripac (application number not yet designated)