

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Taylor Made Credit Corp.		09/10/2004	CORPORATION: DELAWARE
Taylor Made Systems Bradenton, Inc.		09/10/2004	CORPORATION: DELAWARE
Taylor Made Group, Inc.	Nelson A. Taylor Co., Inc.	09/10/2004	CORPORATION: NEW YORK
Taylor Made Glass Ohio, Inc.		09/10/2004	CORPORATION: DELAWARE
Taylor Made Investment Company, LLC		09/10/2004	Limited Liability Company: DELAWARE
TMO Realty, LLC		09/10/2004	Limited Liability Company: DELAWARE
Taylor Made Technologies, LLC		09/10/2004	Limited Liability Company: DELAWARE
Taylor Made Oversees, LLC		09/10/2004	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Sovereign Bank
<b>Street Address:</b>	75 State Street, Mail Stop MA1-SST-04-10
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	76507744	DOCKGARD
Serial Number:	76523772	DOCK PRO
Serial Number:	76454932	LEGACY
Serial Number:	75688868	NAVIREX EMERGENCY HULL REPAIR KIT
Serial Number:	76523773	NO KNOT
Registration Number:	2864716	PERIMETER INDUSTRIES

CH \$240.00 76507744

Serial Number:	76523771	QUICK KNOT
Serial Number:	76472070	TAYLOR MADE ADMIRAL'S CLUB
Serial Number:	76561981	TRUE COLOR

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6172390632  
Email: agrandy@palmerdodge.com  
Correspondent Name: Adam M. Grandy  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	24658-2
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NAME OF SUBMITTER:	Adam M. Grandy
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**Total Attachments: 36**  
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## AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement"), dated as of September 10, 2004, by and among TAYLOR MADE GROUP, INC., a New York corporation, TAYLOR MADE CREDIT CORP., a Delaware corporation, TAYLOR MADE SYSTEMS BRADENTON, INC., a Delaware corporation, TAYLOR MADE GLASS OHIO, INC., a Delaware corporation, TAYLOR MADE INVESTMENT COMPANY, LLC, a Delaware limited liability company, TMO REALTY, LLC, a Delaware limited liability company, TAYLOR MADE TECHNOLOGIES, LLC, a Delaware limited liability company, and TAYLOR MADE OVERSEAS, LLC, a Delaware limited liability company (collectively, the "Debtors") and SOVEREIGN BANK, having an address at 75 State Street, Mail Stop MA1-SST-04-10, Boston, Massachusetts 02109, as Administrative Agent for itself and the other Lenders under the Credit Agreement defined below (the "Administrative Agent" and together with the Lenders, the "Secured Parties"). This Agreement amends and restates in its entirety that certain Amended and Restated Security Agreement dated as of April 1, 2002, by and among Taylor Made Credit Corp. Nelson A. Taylor Co., Taylor Made Systems Bradenton, Inc., Taylor Made Glass Ohio, Inc., Taylor Made Investment Company, LLC, TMO Realty, LLC, Taylor Made Technologies, LLC, a Delaware limited liability company, Taylor Made Overseas, LLC, Taylor Made Environmental, Inc., and Taylor Made Environmental Italy, LLC.

### WITNESSETH:

WHEREAS, each Debtor is either a borrower or a guarantor under the terms of an Amended and Restated Credit Agreement among Taylor Made Group, Inc. ("Taylor Made"), Taylor Made Credit Corp., certain entities under common control with Taylor Made as joint and several borrowers (collectively with Taylor Made, the "Borrowers"), the Lenders party thereto and the Administrative Agent dated as of the date hereof (as amended from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to make certain Loans to the Borrowers (as defined in the Credit Agreement) and the Administrative Agent agreed, subject to the terms and conditions set forth therein, to issue Letters of Credit (as defined in the Credit Agreement) for the account of the Borrowers; and

WHEREAS, certain Affiliates of the Borrowers (the "Guarantors" and, collectively with the Borrowers, the "Credit Parties") may hereafter guarantee the obligations of the Borrowers under the Credit Agreement pursuant to one or more Guarantees to be entered into by such Guarantors as provided in the Credit Agreement;

WHEREAS, the obligations of the Secured Parties to enter into the Credit Agreement, of the Lenders to make the Loans and of the Administrative Agent to issue the Letters of Credit are subject to the condition, among others, that each Debtor shall execute and deliver this Agreement and grant the security interest hereinafter described;

NOW THEREFORE, in consideration of the willingness of the Secured Parties to enter into the Credit Agreement and of the Lenders to agree, subject to the terms and conditions set forth therein, to make the Loans and of the Administrative Agent, subject to the terms and

conditions set forth therein, to issue the Letters of Credit to the Borrowers pursuant thereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed, with the intent to be legally bound, as follows:

1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms shall have the meanings ascribed to them in the Credit Agreement.

2. Security Interest. As security for the Secured Obligations described in Section 3 hereof, each Debtor hereby grants to the Administrative Agent for itself and for the benefit of the other Secured Parties a security interest in and lien on all of the tangible and intangible personal property and fixtures of such Debtor, including without limitation the property described below, whether now owned or existing or hereafter acquired or arising, together with any and all additions thereto and replacements therefor and proceeds and products thereof (hereinafter referred to collectively as the "Collateral"):

(a) all tangible personal property, including without limitation all present and future goods, inventory (including, without limitation, all printed materials, merchandise, raw materials, work in process, finished goods and supplies), equipment, merchandise, furniture, fixtures, office supplies, motor vehicles, machinery, paper, tools, computers, database systems, computer software and associated equipment now owned or hereafter acquired, including, without limitation, the tangible personal property used in the operation of the businesses of such Debtor;

(b) all rights under all present and future authorizations, permits, licenses and franchises issued, granted or licensed to such Debtor for the operation of its business;

(c) all patents issued or assigned to and all patent applications made by such Debtor and, to the extent that the grant of a security interest does not cause a breach or termination thereof, all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use patents owned by such third parties, including, without limitation, the patents, patent applications and licenses listed on Schedule II hereto, along with any and all (1) inventions and improvements described and claimed therein, (2) reissues, divisions, continuations, extensions and continuations-in-part thereof, (3) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) rights to sue for past, present and future infringements thereof, and (5) any other rights corresponding thereto throughout the world (collectively, "Patents");

(d) all trademarks (including service marks), federal and state trademark registrations and applications made by such Debtor, common law trademarks and trade names owned by or assigned to such Debtor, all registrations and applications for the foregoing and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties, including, without limitation, the registrations, applications, unregistered trademarks, service marks and licenses listed on Schedule III hereto, along with any and all (1) renewals thereof, (2) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4)

foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks");

(e) all copyrights, whether statutory or common law, owned by or assigned to such Debtor, and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use copyrights owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule IV hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights");

(f) all websites (including without limitation, all content, HTML documents, audiovisual material, software, data, hardware, access lines, connections, copyrights, trademarks, patents and trade secrets relating to such websites) and domain names owned by or assigned to such Debtor and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use websites or domain names owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule V hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) any other rights corresponding thereto throughout the world (collectively, "Websites and Domain Names");

(g) the entire goodwill of such Debtor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, domain names, methods, procedures and formulae) connected with the use of and symbolized by any Patents, Trademarks or Copyrights of such Debtor;

(h) any other intellectual property of such Debtor;

(i) all rights under all present and future vendor or customer contracts and all franchise, distribution, design, consulting, construction, engineering, management and advertising and related agreements;

(j) all rights under all present and future leases of real and personal property;  
and

(k) all other personal property, including, without limitation, all present and future accounts (including health care insurance receivables), accounts receivable, cash, cash equivalents, deposits, deposit accounts, loss carry back, tax refunds, choses in action, commercial tort claims, investment property, securities, partnership interests, limited liability company interests, contracts, contract rights, general intangibles (including without limitation, all customer and advertiser mailing lists, trade secrets, trade names, domain names, software, payment intangibles, goodwill, customer lists, advertiser lists, catalogs and other printed materials, publications, indexes, lists, data and other documents and papers relating thereto,

blueprints, designs, charts, and research and development, whether on paper, recorded electronically or otherwise), any information stored on any medium, including electronic medium, related to any of the personal property of such Debtor, all financial books and records and other books and records relating, in any manner, to the business of such Debtor, all proposals and cost estimates and rights to performance, all instruments and promissory notes, documents and chattel paper (whether tangible or electronic), all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), insurance claims and proceeds, and all debts, obligations and liabilities in whatever form owing to such Debtor from any person, firm or corporation or any other legal entity, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to such Debtor, and all guaranties and security therefor, and all letter of credit and other supporting obligations in respect of such debts, obligations and liabilities.

(l) all rights under that certain infringement action against Ameritex Technologies, Inc. and Donald A. Zirkelbach in a case pending in the United States District Court, District of South Carolina, Charleston Division (CA No. 2:03-263-12).

Any of the foregoing terms which are defined in the Uniform Commercial Code shall have the meaning provided in the Uniform Commercial Code of the Commonwealth of Massachusetts, as amended and in effect from time to time, as supplemented and expanded by the foregoing. The Administrative Agent acknowledges that the attachment of its security interest in any commercial tort claim of a Debtor as original collateral is subject to such Debtor's compliance with Section 5(b) hereof.

3. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Credit Parties (herein called the "Secured Obligations"):

(a) Principal of and premium, if any, and interest on the Loans; and

(b) Any and all other obligations and indebtedness of any of the Credit Parties to the Secured Parties or any of them, whether direct or indirect, absolute or contingent, due or to become due or now existing or hereafter arising or incurred under the Credit Agreement, any other Loan Document or under any Hedging Agreement permitted by the Credit Agreement, all as amended from time to time, including, without limitation, any and all Reimbursement Obligations, and any and all other fees, premiums or penalties; and

(c) Any and all obligations and indebtedness of any of the Credit Parties to the Administrative Agent or any Secured Party arising from or related to cash management services, including the automatic clearing house transfer of funds by the Administrative Agent or any Secured Party for the account of any Credit Party pursuant to an agreement or overdraft.

4. Perfection Certificate. Each of the Debtors has delivered to the Administrative Agent a Perfection Certificate in the form appended to the Credit Agreement as Exhibit F. Each Debtor represents that the completed Perfection Certificate delivered to the Administrative Agent is true and correct in all material respects and the facts contained in such certificate are accurate

in all material respects. Each Debtor shall promptly supplement the Perfection Certificate after obtaining information which would require a correction or addition to the Perfection Certificate.

5. Special Warranties and Covenants of the Debtors. Each Debtor hereby warrants and covenants to the Secured Parties that:

(a) The Perfection Certificate for each Debtor, as supplemented or amended from time to time, accurately sets forth the following information for such Debtor: (i) the exact legal name of such Debtor; (ii) the type of organization of such Debtor; (iii) the jurisdiction of organization of such Debtor; (iv) the organizational identification number of such Debtor or, if the Debtor does not have an organizational number, a statement that the Debtor has none; and (v) the chief executive office, any additional places of business, and the current locations of all Collateral of such Debtor. No Debtor will change its type of organization, jurisdiction of organization, or other legal structure unless (x) such change is permitted by the Credit Agreement, (y) thirty (30) days' prior written notice of such change has been given to the Administrative Agent and (z) all steps deemed necessary by the Administrative Agent to maintain its First Priority Lien in the Collateral have been taken prior to such change. No Debtor will change its chief executive office, any other place of business, or the location of any Collateral from the locations set forth in the respective Perfection Certificate for such Debtor, or make any change in such Debtor's name or mailing address or organizational identification number if it has one, or conduct the Debtor's business operations under any fictitious business name or trade name, without, in any such case, at least thirty (30) days' prior written notice to the Administrative Agent. If any Debtor does not have an organizational identification number and later obtains one, such Debtor will forthwith notify the Administrative Agent of such organizational identification number.

(b) Except for the security interest created hereunder and as otherwise expressly disclosed in or permitted by the Credit Agreement, each Debtor is the owner of its Collateral free from any lien, security interest or encumbrance and each Debtor will defend its Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, except as permitted by the Credit Agreement. No Debtor holds any commercial tort claims, as defined in Article 9 of the Uniform Commercial Code, except as indicated on the respective Perfection Certificate. If any of the Debtors shall at any time acquire a commercial tort claim, such Debtor shall immediately notify the Administrative Agent in a writing signed by such Debtor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Administrative Agent.

(c) Except as permitted by the Credit Agreement or otherwise consented to in writing by the Secured Parties, no Debtor will sell or otherwise dispose of any Collateral or any interest therein nor will any Debtor create, incur or permit to exist any mortgage, lien, charge, encumbrance or security interest whatsoever with respect to any Collateral.

(d) Except for Collateral that is obsolete or no longer used in the Debtors' businesses, the Debtors will keep the Collateral in good order and repair (normal wear excepted) and adequately insured at all times in accordance with the provisions of the Credit Agreement. The Debtors will pay promptly when due all taxes and assessments on the Collateral or for its



use or operation, except for taxes and assessments permitted to be contested as provided in the Credit Agreement. Following the occurrence and during the continuance of an Event of Default, the Administrative Agent may at its option discharge any taxes, liens, security interests or other encumbrances to which any Collateral is at any time subject (other than those permitted by the Credit Agreement), and may, upon the failure of the Debtors to do so in accordance with the Credit Agreement, purchase insurance on any Collateral and pay for the repair, maintenance or preservation thereof, and each Debtor agrees to reimburse the Administrative Agent on demand for any payments or expenses incurred by the Administrative Agent or the other Secured Parties pursuant to the foregoing authorization and any unreimbursed amounts shall constitute Secured Obligations for all purposes hereof.

(e) No consent of any third party is required for any transfer by a Debtor to the Administrative Agent, or from the Administrative Agent to any third party of any Collateral following an Event of Default.

(f) To the extent, if any, that such Debtor's signature is required therefor, each Debtor will promptly execute and deliver to the Administrative Agent such financing statements and amendments thereto, certificates and other documents or instruments as may be necessary to enable the Administrative Agent to perfect or from time to time renew the security interest granted hereby, including, without limitation, such financing statements and amendments thereto, certificates and other documents as may be necessary to perfect a security interest in any additional Collateral hereafter acquired by such Debtor or in any replacements or proceeds thereof. Each Debtor authorizes and appoints the Administrative Agent, in case of need, to execute, as applicable, and file such financing statements, certificates and other documents pertaining to the Secured Parties' security interest in the Collateral in its stead if such Debtor fails to so execute or file such documents, with full power of substitution, as such Debtor's attorney in fact. The Administrative Agent may from time to time request and each Debtor shall deliver copies of all customer lists and vendor lists. Each Debtor further agrees that a carbon, photographic or other reproduction of a security agreement or financing statement is sufficient as a financing statement under this Agreement.

(g) Each Debtor hereby irrevocably authorizes the Administrative Agent, at any time and from time to time, to file in any jurisdiction financing statements and amendments thereto that (i) indicate the Collateral (x) as all assets of such Debtor or words of similar effect, regardless of whether any particular asset falls within the scope of Article 9 of the Uniform Commercial Code of the Commonwealth of Massachusetts or such jurisdiction or (y) as being of an equal or lesser scope or with greater detail and (ii) which contain any other information required by Article 9 of the Uniform Commercial Code (including Part 5 thereof) for the sufficiency or filing office acceptance of any financing statement or amendment, including whether (A) any Debtor is an organization, the type of organization and any organization identification number issued to such Debtor and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. The Debtors agree to furnish any such information to the Administrative Agent promptly upon request. Each Debtor also ratifies its authorization for the Administrative Agent to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

(h) Each Debtor agrees that it will join with the Administrative Agent in executing or authorizing and, at its own expense, will file and refile, or permit the Administrative Agent to file and refile such financing statements, continuation statements and other documents (including, without limitation, this Agreement and licenses to use software and other property protected by copyright), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices, and the United States Copyright Office), as the Administrative Agent may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Administrative Agent hereunder.

(i) The records concerning all accounts, accounts receivable and other intangible Collateral of each Debtor are and will be kept (and all billing and collection activities conducted by each such Debtor will at all times take place) at the address shown in the respective Perfection Certificate pertaining to such Debtor as the chief executive office of such Debtor or as otherwise set forth in the Perfection Certificate.

(j) Schedules II, III, IV and V hereto, respectively, are true, correct and complete lists as of the date hereof of all Patents, Trademarks, Copyrights and Websites and Domain Names owned by the Debtors.

(k) The Debtors are the sole and exclusive owners of the Websites and Domain Names listed on Schedule V hereto and have registered such domain names with Network Solutions, Inc. or the applicable authority which provides for the exclusive use by the Debtors of such domain names. The websites do not contain any material, the publication of which may result in (1) the violation of rights of any person or (2) a right of any person against the publisher or distributor of such material.

(l) The domain name servers used in connection with the Debtors' domain names are set forth on Schedule VI hereto. Such domain name servers are controlled by the companies set forth on Schedule VI hereto and located at the locations set forth on Schedule VI hereto. No Debtor will change such domain name servers without 30 days' prior notice to the Administrative Agent, provided, however, that the locations of such domain name servers shall not be changed.

(m) The administrative contacts at Network Solutions Inc. used in connection with the registration of the Debtors' domain names are set forth on Schedule VI hereto. No Debtor will cause a change in the identity of such administrative contacts without 30 days' prior notice to the Administrative Agent.

(n) The Debtors shall, within 15 days after the end of each calendar quarter, provide written notice to the Administrative Agent of all applications for registration of Patents, Trademarks, Copyrights, or Websites and Domain Names, to the extent such applications exist, made during the preceding calendar quarter. The Debtors shall file and prosecute diligently all applications for Patents, Trademarks or Copyrights now or hereafter pending that would be necessary to the businesses of the Debtors to which any such applications pertain, and to do all acts necessary to preserve and maintain all rights in such Patents, Trademarks or Copyrights unless such Patents, Trademarks or Copyrights are not material to the Debtors' business, as reasonably determined by the Debtors consistent with prudent and commercially reasonable

business practices. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Debtors. Except in accordance with prudent and commercially reasonable business practices, the Debtors shall not abandon any right to file a Patent, Trademark or Copyright application or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright, in each case material to its business, without the consent of the Administrative Agent, or permit to lapse or become abandoned, settle or compromise any pending or future litigation or administrative proceeding with respect to any of the foregoing without the consent of the Administrative Agent.

(o) Each Debtor has made and will continue to make all necessary filings and recordations from time to time and use appropriate statutory notice to protect its interests in the Collateral, including, without limitation, registration of its Websites and Domain Names with the appropriate domain name registrars and the appropriate recordations of its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices wherever it does business using such Patents and Trademarks throughout the world and its claims to Copyrights in the United States Copyright Office, and as otherwise requested from time to time by the Administrative Agent, but in any event all in a manner consistent with prudent and commercially reasonable business practices.

(p) Each Debtor will, promptly following its becoming aware thereof, notify the Administrative Agent of (i) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to such Debtor's business; or (ii) any written claim received, the institution of any proceeding or any materially adverse determination in any federal, state, local or foreign court or administrative bodies regarding such Debtor's claim of ownership in or right to use any of the Collateral, its right to register any of the Collateral, or its right to keep and maintain such registration in full force and effect.

(q) Each Debtor will furnish to the Administrative Agent from time to time statements and amended schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Administrative Agent may from time to time reasonably request, all in reasonable detail.

(r) Without in any way limiting the obligation of the Debtors to obtain the consent of the Secured Parties to the opening of any deposit account in accordance with the Credit Agreement, prior to establishing any deposit account with any institution other than the Administrative Agent, each Debtor will execute and deliver, and cause any such institution to execute and deliver, to the Administrative Agent a Blocked Account Agreement, or if such account is a Lock Box Account, a Lock Box Account Agreement, with respect to such deposit account in form and substance reasonably satisfactory to the Administrative Agent and take, or cause to be taken, any other actions deemed necessary by the Administrative Agent to obtain "control" of such deposit account (as such term is defined in Section 9-104 of the Uniform Commercial Code of the Commonwealth of Massachusetts).

(s) If any Debtor is, now or at any time hereafter, a beneficiary under a letter of credit now or hereafter issued in favor of such Debtor, such Debtor shall promptly notify the Administrative Agent thereof and, at the request and option of the Administrative Agent, such

Debtor shall, pursuant to an agreement in form and substance satisfactory to the Administrative Agent, either (i) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Administrative Agent for itself and the benefit of the other Secured Parties of the proceeds of any drawing under the letter of credit or (ii) arrange for the Administrative Agent to become the transferee beneficiary of the letter of credit, with the Administrative Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in the Credit Agreement. In addition, if requested by the Administrative Agent, such Debtor shall deliver such letter of credit to the Administrative Agent.

(t) To the extent any Debtor shall, now or at any time hereafter, hold or acquire any promissory note or other instrument or tangible chattel paper, such Debtor will promptly notify the Administrative Agent thereof and, at the request and option of the Administrative Agent, such Debtor will deliver such promissory note or other instrument or tangible chattel paper to the Administrative Agent to be held as Collateral hereunder, together with an endorsement thereof reasonably satisfactory in form and substance to the Administrative Agent.

(u) If, now or at any time hereafter, any Collateral of the Debtor is in the possession of a bailee, such Debtor will promptly notify the Administrative Agent thereof, and, at the request and option of the Administrative Agent, such Debtor shall take or cause to be taken such steps as the Administrative Agent may reasonably request for the Administrative Agent to obtain an acknowledgment, in form and substance satisfactory to the Administrative Agent, of any bailee having possession of any of the Collateral that it holds such Collateral for the Administrative Agent.

(v) If, now or at any time hereafter, any Debtor shall obtain or hold any investment property or electronic chattel paper, such Debtor will promptly notify the Administrative Agent thereof and, at the request and option of the Administrative Agent, such Debtor will take or cause to be taken such steps as the Administrative Agent may reasonably request for the Administrative Agent to obtain "control" (as provided in Sections 9-105 and 9-106 of the Uniform Commercial Code of the Commonwealth of Massachusetts, as amended and in effect from time to time) of such Collateral.

(w) The Debtors shall at any time and from time to time execute and deliver, or cause to be executed and delivered, such other agreements, instruments, certificates and documents and take, or cause to be taken, such other action as the Administrative Agent may reasonably request to insure the continued protection, perfection and priority of the Administrative Agent's security interest in any of the Collateral.

6. Fixtures, etc. It is the intention of the parties hereto that (except for Collateral located on real estate owned in fee simple by any Debtor that has been mortgaged to the Administrative Agent pursuant to a Mortgage) none of the Collateral shall become fixtures and each Debtor will take all such reasonable action or actions as may be necessary to prevent any of the Collateral from becoming fixtures. Without limiting the generality of the foregoing, each Debtor will, if requested by the Administrative Agent, use commercially reasonable efforts to obtain waivers of Liens in form satisfactory to the Administrative Agent, from each lessor of

Material Leasehold Property on which any of the Collateral is or is to be located to the extent requested by the Administrative Agent.

7. Events of Default. The Debtors shall be in default under this Agreement upon the happening of any Event of Default, as defined in the Credit Agreement (herein called an “Event of Default”).

8. Rights and Remedies of Secured Parties. Upon the occurrence and during the continuance of any Event of Default, the Secured Parties shall have the following rights and remedies:

(a) All rights and remedies provided by law, including, without limitation, those provided by the Uniform Commercial Code;

(b) All rights and remedies provided in this Agreement; and

(c) All rights and remedies provided in the Credit Agreement and the Loan Documents, or in any other agreement, document or instrument pertaining to the Secured Obligations.

9. Royalty Free License. If at any time the Administrative Agent has the right to dispose of any of the Collateral which is subject to a Patent, Trademark or Copyright which any of the Debtors own or control through a license or otherwise, such Debtor grants to the Secured Parties a royalty free license (to the extent such rights are assignable) to use any such Patent, Trademark or Copyright, in addition to the grant of any security interest granted to the Secured Parties in such Patent, Trademark or Copyright to dispose of any such Collateral. Such royalty free license shall extend to any person or persons purchasing such Collateral from the Secured Parties.

10. Right of Administrative Agent to Dispose of Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Administrative Agent shall have the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Administrative Agent may require the Debtors to make the Collateral (to the extent the same is moveable) available to the Administrative Agent at a place to be designated by the Administrative Agent which is reasonably convenient to both parties or transfer any information related to the Collateral to the Administrative Agent by electronic medium. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Administrative Agent will give the Debtors at least ten (10) days' prior written notice in accordance with Section 20 hereof of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. The Administrative Agent may comply with any applicable state or federal law requirements in connection with a disposition of the

Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

11. Credit Agreement. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Administrative Agent. In the event that any provision of this Agreement is in conflict with the terms of the Credit Agreement, the Credit Agreement shall control. Unless the context shall otherwise clearly indicate, the terms "Secured Party" and "Secured Parties" as used herein shall be deemed to include the Administrative Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term "Administrative Agent" as used herein shall include Sovereign Bank, or any other Person acting as Administrative Agent for the Secured Parties pursuant to the terms of the Credit Agreement.

12. Right of Administrative Agent to Use and Operate Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Administrative Agent shall have the right and power to (a) take possession of all or any part of the Collateral, and to exclude the Debtors and all persons claiming under the Debtors wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same and (b) grant a license to use, or cause to be granted a license to use, any or all of the Patents, Trademarks, Copyrights and Websites and Domain Names (in the case of Trademarks, along with the goodwill associated therewith, and in the case of Trademark licenses, subject to the quality control provisions of the original licenses) or any part thereof, in each case free of all rights and claims of the Debtors therein and thereto. Upon any such taking of possession, the Administrative Agent may, from time to time, at the expense of the Debtors, make all such repairs, replacements, alterations, additions and improvements to and of the Collateral as the Administrative Agent may reasonably deem proper. In any such case the Administrative Agent shall have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of the Debtors in respect thereto as the Administrative Agent shall reasonably deem best, including the right to enter into any and all such agreements with respect to the operation of the Collateral or any part thereof as the Administrative Agent may reasonably see fit; and the Administrative Agent shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Administrative Agent may be required or may reasonably elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Administrative Agent may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such rents, issues, profits, fees, revenues and other income shall be applied as provided in Section 15.

13. Dispositions from Deposit Accounts. The Administrative Agent shall have the right at any time or times to give any depository bank which is party to a Lock Box Account Agreement or Blocked Account Agreement instructions as to the withdrawal, transfer or other disposition of any funds in any deposit accounts of the Debtors subject thereto, without the

consent of the Debtors, and may apply all sums withdrawn from such deposit accounts to the payment of the Secured Obligations in accordance with the terms of the Credit Agreement. In addition, to the extent that the Debtors have any withdrawal rights under the terms of a Blocked Account Agreement with respect to the deposit accounts covered thereby after the execution and delivery thereof, upon the occurrence and during the continuance of any Event of Default, the Administrative Agent may instruct the depository bank under such Blocked Account Agreement to terminate such withdrawal rights of the Debtors. The Debtors constitute and appoint irrevocably the Administrative Agent their true and lawful attorney, with full power of substitution, without limitation, to demand, collect, receive and sue for all amounts which may become due and payable under the deposit accounts subject to any Lock Box Account Agreement or Blocked Account Agreement, and to execute all withdrawal receipts or other orders for the Debtors, in the Administrative Agent's own name or in the name of the Debtors or otherwise, which the Administrative Agent deems necessary or appropriate to protect and preserve its right, title and interest in such deposit accounts.

14. Collection of Accounts Receivable, etc. (a) On or before the Closing Date, each of the Debtors shall (i) direct all of its account debtors to make all payments on such Debtor's accounts receivable directly to the Lock Boxes with one or more financial institutions reasonably acceptable to, and in the name and under control of, the Administrative Agent, (ii) establish Lock Box Accounts in the Administrative Agent's name for the benefit of each Debtor with financial institutions reasonably acceptable to the Administrative Agent, into which all payments received in the Lock Boxes shall be deposited, and into which each Debtor will immediately deposit all payments made for services sold or rendered by such Debtor and received by it in the identical form in which such payments were made, whether by cash or check, and (iii) cause each Credit Party, any Affiliate of a Credit Party, and any other Person acting for or in concert with a Credit Party that receives any monies, checks, notes, drafts or other payments relating to or as proceeds of accounts receivable or other Collateral, to receive and hold such items in trust for, and subject to Liens in favor of the Administrative Agent and, immediately upon receipt thereof, shall remit the same (or cause the same to be remitted) in hand to the Lock Box Accounts.

(b) On or before the Closing Date, each Debtor shall cause each financial institution with which a Lock Box and Lock Box Account has been established to enter into a Lock Box Account Agreement on terms reasonably satisfactory to the Administrative Agent, confirming that the amounts on deposit in such Lock Box and Lock Box Account are subject to Liens in favor of the Administrative Agent, that such financial institution has no right to setoff against such Lock Box or Lock Box Account or against any other account maintained by such financial institution into which the contents of such Lock Box Account are transferred, and that such financial institution shall wire, or otherwise transfer in immediately available funds in a manner reasonably satisfactory to the Administrative Agent, funds deposited in the Lock Box Account on a daily basis as such funds are collected.

(c) The Debtors agree to pay all reasonable fees, costs and expenses which the Debtors incur in connection with opening and maintaining a Lock Box and Lock Box Account. All of such fees, costs and expenses which remain unpaid pursuant to any Lock Box or Lock Box Account Agreement with the Debtors, to the extent same shall have been paid by the Administrative Agent hereunder, shall constitute Loans under the Credit Agreement, shall be payable to the Administrative Agent by the Debtors upon demand, and, until paid, shall bear

interest at the highest rate then applicable to Loans thereunder. All checks, drafts, instruments and other items of payment or proceeds of Collateral delivered to the Administrative Agent in kind shall be endorsed by the requisite Debtor, to the Administrative Agent, and, if that endorsement of any such item shall not be made for any reason, the Administrative Agent is hereby irrevocably authorized to endorse the same on such Debtor's behalf. For the purpose of this Section 14(c), each Debtor irrevocably hereby makes, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent for that purpose) as such Debtor's true and lawful attorney and agent-in-fact (i) to endorse such Debtor's name upon said items of payment and/or proceeds of Collateral of the Debtors and upon any chattel paper, document, instrument, invoice or similar document or agreement relating to any account receivable of a Debtor or goods pertaining thereto; (ii) to take control in any manner of any item of payment or proceeds thereof; (iii) to have access to any Lock Box or other postal box into which any of the Debtors' mail is deposited; and (iv) open and process all mail addressed to any Debtor and deposited therein.

(d) The Administrative Agent may, at any time and from time to time after the occurrence and during the continuance of an Event of Default, whether before or after notification to any account debtor and whether before or after the maturity of any of the Secured Obligations, (i) enforce collection of any of the Debtors' accounts receivable or contract rights by suit or otherwise; (ii) exercise all of the Debtors' rights and remedies with respect to proceedings brought to collect any accounts receivable; (iii) surrender, release or exchange all or any part of any accounts receivable of the Debtors, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder; (iv) sell or assign any account receivable of any of the Debtors upon such terms, for such amount and at such time or times as the Administrative Agent reasonably deems advisable; (v) prepare, file and sign the requisite Debtor's name on any proof of claim in bankruptcy or other similar document against any account debtor indebted on an account receivable of such Debtor; and (vi) do all other acts and things which are necessary, in the Administrative Agent's reasonable discretion, to fulfill each Debtor's performance of the Secured Obligations and to allow the Administrative Agent to collect the accounts receivable. In addition to any other provision hereof or in any of the other Loan Documents, the Administrative Agent may at any time on or after the occurrence of an Event of Default, at the Debtors' sole expense, notify any parties obligated on any of the accounts receivable of the Debtors to make payment directly to the Administrative Agent of any amounts due or to become due thereunder.

15. Proceeds of Collateral. After deducting all reasonable costs and expenses of collection, storage, custody, sale or other disposition and delivery (including legal costs and reasonable attorneys' fees) and all reasonable other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations by the Administrative Agent in accordance with the terms of the Credit Agreement and any surplus shall be returned to the Debtors or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtors). By way of enlargement and not by way of limitation of the rights of the Administrative Agent under applicable law or the Credit Agreement or Security Documents, the Administrative Agent shall allocate the proceeds of the Collateral to the Secured Obligations (including without limitation, the Loans) in accordance with the terms of the Credit Agreement. In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the



Secured Obligations in full, the Debtors will be liable for the deficiency, together with interest thereon at the maximum rate provided in the Credit Agreement, and the reasonable cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable attorneys' fees, expenses and disbursements.

16. Waivers, etc. Each Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein or in the other Loan Documents, all other demands and notices in connection with this Agreement or the enforcement of the Secured Parties' rights hereunder or in connection with any Secured Obligations or any Collateral; consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtors or to any account debtor in respect of any account receivable or to any other third party, or substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Administrative Agent or the Secured Parties in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. **EACH DEBTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, UNDER THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL MAY BE LOCATED, OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, TO NOTICE (OTHER THAN ANY REQUIREMENT OF NOTICE PROVIDED HEREIN) OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS AGREEMENT TO THE ADMINISTRATIVE AGENT OR THE SECURED PARTIES AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE FOREGOING PROVISIONS HEREOF ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING.** Each Debtor's waivers under this section have been made voluntarily, intelligently and knowingly and after such Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

17. Termination; Assignment, etc. When all the Secured Obligations have been paid in full and have been terminated and the commitments of the Lenders to make any Loan under the Credit Agreement have terminated or expired and no Letters of Credit remain outstanding (or if outstanding, have been cash collateralized to the satisfaction of the Administrative Agent), this Agreement and the security interest in the Collateral created hereby shall terminate. In such event, the Administrative Agent agrees to execute appropriate releases of liens on the Collateral upon the request of the Debtors and at the Debtors' expense. No waiver by the Administrative Agent or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment of part or all of the Secured Obligations by any Secured Party, each such Secured Party may assign or transfer its respective rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of the Secured Party hereunder.

18. Reinstatement. Notwithstanding the provisions of Section 17, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Administrative Agent in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any of the Borrowers, any other Credit Party or upon the appointment of any intervener or conservator of, or trustee or similar official for, the Debtors or Borrowers, any other Credit Party or any substantial part of any of their properties, or otherwise, all as though such payments had not been made.

19. Governmental Approval. Prior to or, where permitted, upon the exercise by the Administrative Agent of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, each Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that such Debtor may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

20. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of the Credit Agreement

21. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the Secured Parties and be binding upon the Administrative Agent and each Debtor and their respective successors and assigns. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

22. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. Each Debtor, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in The Commonwealth of Massachusetts and consents to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of the Secured Obligations or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. Each Debtor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in Section 20 hereof or as otherwise provided under the laws of the Commonwealth of Massachusetts. Nothing in this Agreement shall affect any right the Administrative Agent or any Secured Party may otherwise have to bring an action or proceeding relating to this Agreement against any Debtor or its properties in the courts of any jurisdiction. EACH DEBTOR IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY

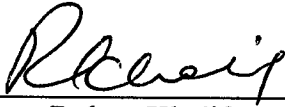
PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST SUCH DEBTOR IN  
RESPECT OF ITS OBLIGATIONS HEREUNDER OR THE TRANSACTIONS  
CONTEMPLATED HEREBY.

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IN WITNESS WHEREOF, the parties have executed this Amended and Restated Security Agreement as a sealed instrument as of the date first above written.

DEBTORS:


TAYLOR MADE GROUP, INC.

By:   
Name: Robert Khalife  
Title: Vice President - Finance


TAYLOR MADE CREDIT CORP.

By:   
Name: Robert Khalife  
Title: Vice President - Finance


TAYLOR MADE SYSTEMS BRADENTON, INC.

By:   
Name: Robert Khalife  
Title: Vice President - Finance

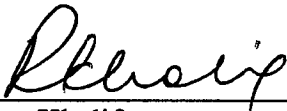
TAYLOR MADE GLASS OHIO, INC.

By:   
Name: Robert Khalife  
Title: Vice President - Finance


TAYLOR MADE INVESTMENT COMPANY,  
LLC

By:   
Name: Robert Khalife  
Title: Vice President - Finance


TMO REALTY, LLC

By:   
Name: Robert Khalife  
Title: Vice President - Finance

TAYLOR MADE TECHNOLOGIES, LLC

By:   
Name: Robert Khalife  
Title: Vice President - Finance

TAYLOR MADE OVERSEAS, LLC

By:   
Name: Robert Khalife  
Title: Vice President - Finance

ADMINISTRATIVE AGENT:

SOVEREIGN BANK, as Administrative Agent

By: 

Name: Robert Riyet

Title: Vice President

SCHEDULE II

PATENTS

(including exclusive and non-exclusive licenses)

See Attached.

ACTIVE PATENT LISTING

REF #	Patent Item	Description	Issue Date	Expiration Date	Company	Number	Orig. Filed	Appl. Date	Comments
15-13	Replaceable Inflation Valve	Easily replaceable valve for inflatable marine fenders	5/15/1990	5/15/2007	NEL	4,924,796	Y	4/11/1988	No more maintenance fees due
15-31	Convertible Bench and Table Top Assembly		4/3/1990			4,913,488		1/18/1989	No more maintenance fees due
15-35	Rafting Cushion		5/7/1991	5/7/2008	NAT	5,013,272	Y	9/6/1989	No more maintenance fees due
15-36	Rafting Cushion		7/16/1991	7/16/2005	NAT	D 318,312	Y	9/6/1989	Not subject to maintenance fees
15-70	Fastener for Boat Cover	Provides a unique fastener clip which does not attach directly to the w/s trim piece but rather are attached along a gasket.	8/23/1994	8/23/2011	NEL	5,339,763	Y	2/3/1993	Maintenance fee due February 23, 2006
15-80	Winch w/Power Train, Manual Operation, etc.		12/20/1994	6/3/2013	TMP	5,374,035	n/a	6/3/1993	We have License Agreement - patent expired
15-90	Low Drag Buoy		8/22/1995	3/8/2014	NAT	5,443,408	N	3/8/1994	Maintenance fee due February 22, 2007
15-110	Adjust Interloc Telescop Handle/Arm		12/27/1988	8/17/2007	NEL	4,793,646	n/a	8/17/1987	Assigned to us by Northeast Marine/No more maintenance fees due
15-137	Personal Watercraft Fender		2/8/2000	2/27/2018	TMP	6,021,729	Y	2/27/1998	Maintenance fee due August 8, 2007
15-87	Boat Fender	Adequately provides fendering for the gunwales & sides of low freeboard boats of most types; constructed in such a way that there is a minimum tendency for the fender to slide up & away from the side of the boat. The fender is shaped to protect the top of the gunwale & to curve down to protect the sides of the boat. It will remain in protecting position on a low freeboard boat under normal conditions.	9/30/1997	4/5/2014	NAT	5,671,692	N	4/5/1994	Unable to Locate/Maintenance fee due March 30, 2005
15-89	Boat Fender	Design Patent - Claim is for the ornamental design of the boat fender.	6/6/1995	6/6/2009	NAT	D359019	N	4/5/1994	Unable to Locate/Not subject to maintenance fees
15-15	Curved Windshield Mounting System		6/14/1988	1/30/2007	NEL	4,750,449	Y	1/30/1987	No more maintenance fees due

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ACTIVE PATENT LISTING

REF #	Patent Item	Description	Issue Date	Expiration Date	Company	Number	Orig. Filed	Appl. Date	Comments
15-27	Curved Windshield Mounting System	Mount includes an elongated extrusion of aluminum having upper, intermediate & lower portions connected one to the other. The compound curvature of the w/s glass is accommodated while maintaining continuous flush line contact between the mount & the deck.	3/28/1989	3/28/2006	NEL	4,815,410	Y	4/25/1988	No more maintenance fees due
15-61	Sliding Door & Latching/Locking Assembly	Latching & locking sliding door construction includes an elongated handle pivotally mounted to the door.	7/6/1993	7/6/2010	NEL	5,224,297	Y	6/10/1991	Renewal fees appd 9/28/00/Maintenance fees due January 6, 2005
15-63	Pinless Hinge	Provides a simple pivotal connection of panel components, such as boat windshields. It is formed from only two aluminum extrusions in such a way that they readily interfit with each other & allow significant pivotal movement between the connected components	7/19/1994	7/19/2011	NAT	5,329,667	N	5/3/1991	Maintenance fee due January 19, 2006
15-97	Traction Bending	Allows work pieces to be formed in virtually any shape, provide independent control of components thereof to allow smooth bending of non-symmetric parts; allow multipoint bending, and more symmetric bending without "stop and start" marks	2/4/1997	2/4/2014	NAT	5,598,736	Y	5/19/1995	Maintenance fee due August 4, 2008
15-104	Boat Windshield w/ One Piece Gasket	Provides a more leakproof seal, which will not significantly degrade with time, vibration, &/or shipping & installation stresses. Achieved by substituting a flexible gasket material which comprises an integral, single piece of material having continuous & integral corner interfaces.	9/9/1997	9/9/2014	NAT	5,664,519	Y	2/20/1996	Maintenance fee due March 9, 2005
15-118	Boat Windshield Vertical Joint System	A boat w/s is assembled using a quick connect joint that combines ease of assembly of conventional push together joints with the strength & aesthetics of conventional slip joints, and may be assembled without accessory fasteners.	7/28/1998	11/13/2016	NAT	5,784,982	Y	11/13/1996	Maintenance fee due January 28, 2006
15-122	Clip Assembly		11/24/1998		NAT	5,839,388		6/24/1997	Maintenance fee due May 24, 2006
15-139	Special Curvature Three Piece Boat Windshield		6/15/1999	6/15/2013	NAT	Des. 410,890	Y	1/28/1998	Not subject to maintenance fees
15-146	Hatch Cover Shade		6/13/2000	6/13/2014	NAT	Des. 426,510	Y	4/22/1998	Not subject to maintenance fees

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## ACTIVE PATENT LISTING

REF #	Patent Item	Description	Issue Date	Expiration Date	Company	Number	Orig. Filed	Appl. Date	Comments
15-147	Boat Cabin Closure	A self-contained closure & closure frame assembly easily mounted in the cabin of a boat. Closure uses minimal space during movement from a closed to a fully open position, uses pivoted levers and slide tracks.	10/12/1999	2/3/2018	NAT	5,964,173	Y	2/3/1998	Maintenance fee due April 12, 2007
15-165	Rounded Top Header Extrusion for Boat W/S		2/19/1991	9/19/2009	TMSB	4,993,351	n/a	9/19/1989	Orig. owned by Aldon/1/9 more maintenance fees due
15-166	Boat Canopy Mounting System	Allows a boat canopy to be attached by placing the edge of the canopy against the boat header & pressing along the edge to fasten the canopy to the header. The assembly includes a header assembly for attachment to the top edge of a boat w/s.	6/20/1995	3/14/2014	TMSB	5,425,327	n/a	3/14/1994	Prev. owned by Aldon/Maintenance fee due December 20, 2005
15-69	Prone Stander	A mobile prone stander relating to ambulatory devices for physically handicapped persons.	9/7/1993	9/7/2010	TMS	5,242,180	Y	6/1/1992	Patent expired
15-100	Sectional W/S System for Boats		2/11/1997	8/30/2015	NAT	5,601,050	Y	8/30/1995	Maintenance fee due August 11, 2008
15-167	Boat Canopy Mounting System	According to the Patent - this is a continuation of US Pat. #5,425,327. (Note above)	4/22/1997	4/14/2015	TMSB	5,622,136	N	4/14/1995	Assigned by Moore Co./Maintenance fee due October 22, 2004
15-168	Flexible Hinge Assembly	Permits two complex contoured surfaces to be pivoted with respect to each other. This is a hinge assembly that can be used to hinge a door or other panel to a complex contoured boat w/s.	5/10/1994	9/30/2012	TMSB	5,309,860	N	9/30/1992	Assigned by Moore Co./Maintenance fee due November 10, 2005
15-169	Boat Camper System & Method	This relates to a camper system for use on a boat. It is an apparatus for extending existing boat covers that easily open & close. It can be partially collapsed to expose the deck to sunlight while the main part of the camper remains standing; it can easily fold up while not obstructing the view off the aft of the boat.	4/19/1994	7/16/2018	TMSB	5,303,667	N	7/16/1998	Assigned by Moore Co./Maintenance fee due October 19, 2005
15-170	Method & Apparatus for Mounting a Curved Panel to a Landing		12/14/1993	9/27/2011	TMSB	5,269,250	N	9/27/1991	Assigned by Moore Co./Maintenance fee due June 14, 2005

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ACTIVE PATENT LISTING

REF #	Patent Item	Description	Issue Date	Expiration Date	Company	Number	Orig. Filed	Appl. Date	Comments
15-171	Rounded Top Header Extrusion for Boat W/S	Continuation of Pat. # 4,993,351 (Ref. 15-165) A rounded top header extrusion for boat w/s constructed as a unitary extruded member for rigidly engaging a boat w/s. It provides a curved upper surface for supporting a boat canopy & a recessed channel extending inwardly into the extrusion for receiving a fastener or similar article for attachment of a boat canopy.	3/21/1993	1/10/2011	TMSB	5,189,980	N	1/10/1991	Assigned by Moore Co./Maintenance due September 2, 2004
15-185	Canopy Mounting System	Allows a boat canopy to be attached by placing the edge of the canopy against the boat header & pressing along the edge to fasten the canopy to the header.	2/22/2000		TMSB	6,026,761		1/21/1998	Assigned from Alton/Maintenance due August 22, 2007
2329-5	Boat Windshield	Design Patent - Claim is for the ornamental design of a boat windshield	6/21/1994	9/20/2013	TMSB	D 348,040	N	9/20/1993	Assigned by Moore Co.
2329-5x	Windshield Corner Post	Design Patent - Claim is for the ornamental design of a boat windshield corner post	12/8/1992	2/16/2010	TMSB	D 331,560	N	2/16/1990	Assigned by Moore Co.
15-138	Canopy Support Hinge Device	Provides a device for attaching & detaching canopies quicker & easier than with prior devices; decreases breakage of canopy support members; does not require wrenches, screwdrivers or other tools to assemble.	6/5/1990	6/5/2007	TMSB	4,930,183	N		Ours when we bought Spenco/No more maintenance fees due
15-188	Boat Windshield System Mounting	A glazing material assembly for closing a window, hatch or windshield opening in a boat... does not require the use of chemicals or have the time delays associated with conventional installation procedures	12/12/2000	5/18/2019	NEL	6,158,372	Y	5/18/1999	Maintenance fee due June 12, 2008
15-200	Hatch Cover Shade	Ornamental design for a hatch cover shade	8/29/2000	8/29/2014	NAT	D430,101	Y	3/24/2000	Not subject to maintenance fees
15-201	Adjusting Sliding Door		8/6/2002		NEL	6,427,286		5/2/2000	Maintenance fee due February 6, 2006
15-208	Windshield Bottom Trim		9/24/2002		NEL	6,453,841		12/21/2000	Maintenance fee due March 24, 2006
15-217	Combination Snap and Fastener		7/22/2003		NEL	6,595,155		1/24/2002	Maintenance fee due January 22, 2007
15-218	Portable Cover Unit					60,295,852		6/6/2001	
15-219	Fender for Watercraft		11/12/2002		TMP	6,477,973		8/7/2001	Maintenance fee due May 12, 2006
15-223	Camper Boat Assembly		9/3/2002		GIF	6,443,090		8/10/2001	Maintenance fee due March 3, 2006

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ACTIVE PATENT LISTING

REF	#	Patent Item	Description	Issue Date	Expiration Date	Company	Number	Orig. Filed	Appl. Date	Comments
15-237		Self-Supporting Boat Cover				NEL	10/178,737		6/25/2002	
15-244		Portable Cover Unit		4/27/2004		NEL	6,725,871		6/6/2002	Maintenance fee due October 27, 2007
15-246		Windshield Bottom Trim				NEL	10/197,472		7/18/2002	
15-258		Jacketed Cushioning Device and Method of Manufacture		9/28/1993		NEL	5,247,897		6/5/1991	Previously owned by Perimeter Industries
15-263		Pontoon Boat Fender		7/6/2004		TMP	6,758,156		7/28/2003	Maintenance fee due January 6, 2008
15-264		Pontoon Boat Fender				TMP	29/187,050		7/28/2003	
15-270		Convertible Boat Top				NEL	10/640,579		8/14/2003	
15-274		Flexible Canvas Attachment				NEL	60,514,015		10/27/2003	
15-280		Top Trim				NEL	29/203,567		4/16/2004	
15-281		Releasable Fastener Assembly Affixable Through a Panel				TMG	Pending		9/20/2004	
15-288		Gasket for Supporting and Sealing a Curved Object				NEL	10/882,624		7/2/2004	
669-2		Alarm or Warning System for Use with an Outboard Motor		7/18/1989		FOR	4,849,738		11/5/1987	
		Corner Vent for Windshields		11/20/1990		TMSB	4,970,946		2/16/1990	
		Rounded Top Header Extrusion for Boat Windshields		3/3/1992		TMSB	D324,368		9/19/1989	

TRADEMARK

FOREIGN PATENTS (ALPHA)

Ref #	Patent Item	Description	Issue Date	Expiration Date	Company	Number	Country	Original on File?	Application Date	Comments
15-23	J Trim for Curved Boat Windshields		2/20/1990	2/20/2007	NAT	1265959	Canada	Y		Next Annulity due 2/20/2005

SCHEDULE III

TRADEMARKS

(including registrations and applications and exclusive and non-exclusive licenses)

See Attached.

## N. A. Taylor Co., Inc. Trademarks

U.S.A.				
MARK	SERIAL NO./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
BOATGUARD	2,638,732	October 22, 2002	Registered; Declaration of Use Due between Oct. 22, 2007 and Oct. 22, 2008; Renewal Due Oct. 22, 2012	15-214
BOATENT	76/268,317	June 7, 2001	Expressly withdrawn	15-215
BOATOP	1,069,412	July 12, 1977	Renewal Due July 12, 2007	15-135
C MATE	2,317,934	February 15, 2000	Declaration of Use Due between Feb. 15, 2005 and Feb. 15, 2006; Renewal Due Feb. 15, 2010	15-158
CLEAN CURVE	2,743,319	July 29, 2003	Registered; Declaration of Use Due between July 29, 2008 and July 29, 2009; Renewal Due July 29, 2013	15-209
CLEAR CURVE (Stylized)	1,554,594	September 5, 1989	Renewal Due Sept. 5, 2009	15-16
CONVERTABLE (Stylized)	1,360,576	September 17, 1985	Renewal Due Sept. 17, 2005	15-28
CROS CURVE	2,317,941	February 15, 2000	Declaration of Use Due between Feb. 15, 2005 and Feb. 15, 2006; Renewal Due Feb. 15, 2010	15-84
DOCKGARD	76/507,744	April 18, 2003	Allegation of Use or Second Request for Extension of Time to File Allegation of Use Due by March 2, 2005	15-261
DOCK PRO	76/523,772	June 16, 2003	Final review prior to publication completed; application will be published for opposition	15-265
FASTBACK	2,756,715	August 26, 2003	Registered; Declaration of Use Due between Aug. 26, 2008 and Aug. 26, 2009; Renewal Due Aug. 26, 2013	15-204

## U.S.A.

MARK	SERIAL NO./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
HANG AROUND	2,351,420	May 23, 2000	Declaration of Use Due between May 23, 2005 and May 23, 2006; Renewal Due May 23, 2010	15-176
HULL-GARD	1,113,536	February 20, 1979	Renewal Due Feb. 20, 2009	15-136
LEGACY	2,785,857	November 25, 2003	Registered; Declaration of Use Due between Nov. 25, 2008 and Nov. 25, 2009; Renewal Due Nov. 25, 2013	15-248
LIVING ADDRESS	2,373,873	August 1, 2000	Declaration of Use Due between Aug. 1, 2005 and Aug. 1, 2006; Renewal Due Aug. 1, 2010	15-175
MOOR 'N' STOR	2,154,051	April 28, 1998	Renewal Due April 28, 2008	15-101
NAVIREX EMERGENCY HULL REPAIR KIT & Design	2,387,363	September 19, 2000	Registered; Declaration of Use Due between Sept. 19, 2005 and Sept. 19, 2006; Renewal Due September 19, 2010	15-291
NO KNOT	76/523,773	June 16, 2003	Final review prior to publication completed; application will be published for opposition	15-267
PERIMETER INDUSTRIES & Design	2,864,716	July 20, 2004	Registered; Declaration of Use Due between July 20, 2009 and July 20, 2010; Renewal Due July 20, 2014	15-290
QUICK KNOT	76/523,771	June 16, 2003	Final review prior to publication completed; application will be published for opposition	15-268
RAINBREAKER	2,615,316	September 3, 2002	Registered; Declaration of Use Due between Sept. 3, 2007 and Sept. 3, 2008; Renewal Due Sept. 3, 2012	15-235
RAINBREAKER	2,733,190	July 1, 2003	Registered; Declaration of Use Due between July 1, 2008 and July 1, 2009; Renewal Due July 1, 2013	15-236
SPOILER	2,004,757	October 1, 1996	Renewal Due Oct. 1, 2006	15-88



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MARK	SERIAL NO./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
SPORTSHIELD	2,245,921	May 18, 1999	Declaration of Use Due between May 18, 2004 and May 18, 2005; Renewal Due May 18, 2009	15-150
SURVIVOR	2,710,067	April 22, 2003	Registered; Declaration of Use Due between April 22, 2008 and April 22, 2009; Renewal Due April 22, 2013	15-233
STOWAWAY	2,415,069	December 26, 2000	Declaration of Use Due between Dec. 26, 2005 and Dec. 26, 2006; Renewal Due Dec. 26, 2010	15-177
STOWAWAY	76/379,651	March 5, 2002	Abandoned	15-238
SUR-MOOR	2,287,410	October 19, 1999	Declaration of Use Due between Oct. 19, 2004 and Oct. 19, 2005; Renewal Due Oct. 19, 2009	15-159
TAYLOR MADE	1,095,679	July 11, 1978	Renewal Due July 11, 2008	15-91
TAYLOR MADE	1,365,599	October 15, 1985	Renewal Due Oct. 15, 2005	15-5
TAYLOR MADE	1,441,722	June 9, 1987	Renewal Due June 9, 2007	15-14
TAYLOR MADE	2,322,914	February 29, 2000	Declaration of Use Due between Feb. 28, 2005 and Feb. 28, 2006; Renewal Due Feb. 28, 2010	15-134
TAYLOR MADE & Design	1,071,284	August 16, 1977	Renewal Due Aug. 16, 2007	15-92
TAYLOR MADE & Design	1,366,798	October 22, 1985	Renewal Due Oct. 22, 2005	15-6
TAYLOR MADE & Design	1,814,402	December 12, 1993	Abandoned	15-72
TAYLOR MADE ADMIRAL'S CLUB & Design	76/472,070	November 29, 2002	Notice of Allowance issued June 22, 2004; Allegation of Use or Request for Extension of Time to File Allegation of Use due by Dec. 22, 2004	15-252
TAYLOR MADE CUSTOM PRODUCTS	2,258,495	July 6, 1999	Declaration of Use Due between July 6, 2004 and July 6, 2005; Renewal Due July 6, 2009	15-127

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MARK	SERIAL NO./ REG. NO.	FILING DATE/ ISSUE DATE	STATUS	OUR REF.
TAYLOR MADE GLASS	2,306,404	January 4, 2000	Declaration of Use Due between Jan. 4, 2005 and Jan. 4, 2006; Renewal Due Jan. 4, 2010	15-128
TAYLOR MADE GROUP	2,562,915	April 23, 2002	Registered; Declaration of Use Due between April 23, 2007 and April 23, 2008; Renewal Due April 23, 2012	15-195
TAYLOR MADE PRODUCTS	2,208,250	December 8, 1998	Declaration of Use Due between Dec. 8, 2003 and Dec. 8, 2004; Renewal Due Dec. 8, 2008	15-126
TAYLOR MADE SYSTEMS	2,213,910	December 29, 1998	Renewal Due Dec. 29, 2008	15-125
TAYLOR TARP	2,271,872	August 24, 1999	Declaration of Use Due between Aug. 24, 2004 and Aug. 24, 2005; Renewal Due Aug. 24, 2009	15-155
TAYLOR TUX	2,060,579	May 13, 1997	Renewal Due May 13, 2007	15-102
TAYLOR TUX & Design	2,052,114	April 15, 1997	Renewal Due April 15, 2007	15-103
TRAILERITE	1,513,629	November 22, 1988	Renewal Due Nov. 22, 2008	15-25
TRIM RITE (Stylized)	1,180,048	December 1, 1981	Abandoned	15-21
THE ULTIMATE COVER	2,273,978	August 31, 1999	Declaration of Use Due between Aug. 31, 2004 and Aug. 31, 2005; Renewal Due Aug. 31, 2009	15-157
TRUE COLOR	76/561,981	November 26, 2003	Final review prior to publication completed; application will be published for opposition	15-275

FOREIGN						
MARK	COUNTRY	REG. NO.	ISSUE DATE	STATUS	OUR REF.	
AER-O-BUOY	Canada	UCA040674	March 4, 1952	Registered; Renewal Due March 4, 2012	N/A	
HULL-GARD	Canada	225,004	December 23, 1977	Registered; Renewal Due December 23, 2007	N/A	
CLEAN CURVE	European Union	2327005	April 24, 2003	Registered; Renewal Due Aug. 2, 2011	15-228	
SNAP-A-TRAY	Canada	391,350	December 6, 1991	Registered; Renewal Due Dec. 6, 2006	N/A	
SNAP-A-TRAY	Denmark	1993 2448	March 19, 1993	Cancelled	15-53	
SNAP-A-TRAY	Italy	602903	August 24, 1993		15-57	
SPORTSHIELD	Canada	224,298	November 25, 1977	Registered; Renewal Due Nov. 25, 2007	N/A	
TAYLOR MADE	Brazil	820924288	February 26, 2002	Registered; Renewal Due Feb. 26, 2012	15-164	
TAYLOR MADE	Canada	586,509	August 4, 2003	Registered; Renewal Due Aug. 4, 2018	15-160	
TAYLOR MADE	European Union	872150	April 17, 2000	Renewal Due July 31, 2008	15-161	
TAYLOR MADE & Design	Australia	782202	January 4, 1999	Renewal Due Jan. 4, 2009	15-180	
TAYLOR MADE & Design	Canada	257,303	April 3, 1981	Renewal Due April 3, 2011	15-109	
TAYLOR MADE & Design	Canada	257,306	April 3, 1981	Renewal Due April 3, 2011	15-108	
TAYLOR MADE & Design	New Zealand	B172909	January 16, 1991	Renewal Due June 15, 2008	15-19	
TAYLOR MADE & Design	New Zealand	303370-80	December 24, 1998	Renewal Due Dec. 24, 2005	15-181	
TAYLOR MADE & Design	Norway	148268	December 27, 1991	Abandoned	15-50	

FOREIGN						
MARK	COUNTRY	REG. NO.	ISSUE DATE	STATUS	OUR REF.	
TAYLOR MADE & Design	United Kingdom	1313226	June 17, 1987	Renewal Due June 17, 2008	15-18	
TAYLOR MADE GLASS	Canada	865,748	August 29, 2002	Registered; Renewal Due Aug. 29, 2017	15-143	
TAYLOR MADE GROUP	Australia	782203	January 4, 1999	Renewal Due Jan. 4, 2009	15-183	
TAYLOR MADE GROUP	Canada	568946	October 17, 2002	Registered; Renewal Due Oct. 17, 2017	15-141	
TAYLOR MADE GROUP	New Zealand	303381-91	December 24, 1998	Renewal Due Dec. 24, 2005	15-184	
TAYLOR MADE PRODUCTS	Canada	566,480	August 27, 2002	Registered; Renewal Due Aug. 27, 2017	15-144	
TAYLOR MADE SYSTEMS	Canada	566,475	August 27, 2002	Registered; Renewal Due Aug. 27, 2017	15-145	
TAYLORMARINE.COM	Canada	511,991	May 18, 1999	Renewal Due May 18, 2014	15-142	

SCHEDULE IV

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NONE

SCHEDULE V

WEBSITES AND DOMAIN NAMES

On file with Administrative Agent

SCHEDULE VI

DOMAIN NAME SERVERS AND ADMINISTRATIVE CONTACTS

On file with Administrative Agent