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

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

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

1. Name of conveying party(ies): Woods Industries, Inc. 510 Third Avenue Southwest Carmel, Indiana 46032 [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Delaware Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Fleet Capital Corporation, as Agent Internal Address: Street Address: One S. Wacker Dr., Suite 3400 City: Chicago State: IL Zip: 60606 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Rhode Island [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: 4/20/04

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached Schedule A B. Trademark Registration No.(s) See attached Schedule A Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Catherine Ho Internal Address: Street Address: Vedder, Price 222 North LaSalle Street, Suite 2400 City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 65.00 [x] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Catherine Ho Name of Person Signing [Signature] Signature May 19, 2004 Date [10] Total number of pages including cover sheet, attachments, and document:

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

TRADEMARK REEL: 002971 FRAME: 0205

SCHEDULE A TO TRADEMARK AND LICENSE SECURITY AGREEMENT

Trademark Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
Peak Protection	76,572,275	01/28/2004

Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Deckmates	1,856,611	10/04/1994

**FIRST AMENDMENT TO AND REAFFIRMATION OF TRADEMARK AND LICENSE  
SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO AND REAFFIRMATION OF TRADEMARK AND LICENSE SECURITY AGREEMENT** (this "Amendment") is entered into as of the 20th day of April, 2004, by and between WOODS INDUSTRIES, INC., a Delaware corporation having its chief executive office at 510 Third Avenue Southwest, Carmel, Indiana 46032 ("Pledgor") and FLEET CAPITAL CORPORATION, a Rhode Island corporation ("FCC"), as agent (FCC, in such capacity, being "Agent") for Lenders participating in the Loan Agreement referred to below.

**WITNESSETH:**

**WHEREAS**, Pledgor guaranteed the obligations of Katy Industries, Inc. ("Katy"), Woods Industries (Canada) Inc. ("Woods") and Contico Manufacturing Limited ("CML") under a certain Loan Agreement dated as of January 31, 2003 (as amended or otherwise modified from time to time, the "Original Loan Agreement"), by and among Katy, Woods and CML, the lenders signatory thereto ("Lenders"), an Affiliate of Fleet National Bank selected by the Agent, individually as a Lender and as Canadian Agent, Fleet National Bank, London U.K branch, trading as FleetBoston Financial, individually as a Lender and as U.K. Agent, Foothill Capital Corporation, as Syndication Agent, and Agent, pursuant to which such Lenders agreed to make loans to, and issued or participated in letters of credit for the account of, the Pledgor;

**WHEREAS**, to secure the obligations under the Original Loan Agreement, Pledgor entered into that certain Trademark and License Security Agreement dated as of January 31, 2003 with Agent (as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement");

**WHEREAS**, Katy, Woods, CEH Limited, Agent, Lenders, Fleet Capital Global Finance, Inc., individually as a Lender and as Canadian Agent, Fleet National Bank, London U.K branch, trading as FleetBoston Financial, individually as a Lender and as U.K. Agent, Wells Fargo Foothill LLC, individually as a Lender and as Syndication Agent and LaSalle Bank National Association, individually as a Lender and as Documentation Agent are amending and restating the Original Loan Agreement pursuant to that certain Amended and Restated Loan Agreement dated as of April 20, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "New Loan Agreement"); and

**WHEREAS**, in connection with the Lenders entering into the New Loan Agreement, Lenders are requiring that Pledgor shall have executed and delivered this Amendment to the Agreement.

**NOW, THEREFORE**, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Incorporation of the Agreement. All capitalized terms that are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though

the same were set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in Section 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendments to the Trademark Agreement.

2.1 Schedule A of the Trademark Agreement is supplemented with Schedule A attached hereto.

2.2 Schedule B of the Trademark Agreement is supplemented with Schedule B attached hereto.

2.3 The term "Loan Agreement" is amended wherever it appears in the Trademark Agreement to mean and be deemed a reference to the New Loan Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time, and all defined terms used in the Trademark Agreement whose meanings were determined by reference to the "Loan Agreement" shall hereafter be deemed to have the meanings set forth in the New Loan Agreement.

3. Fees and Expenses. The Pledgor agrees to pay on demand all costs and expenses of or incurred by Agent (including, but not limited to, reasonable legal fees and expenses) in connection with the evaluation, negotiation, preparation, execution and delivery of this Amendment.

4. Effectuation. The amendments to the Trademark Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

5. Reaffirmation. Pledgor hereby (i) ratifies and reaffirms the Trademark Agreement and all of the terms and provisions contained therein, (ii) agrees that the Trademark Agreement continues in full force and effect following the execution and delivery of the Amendment, and (iii) agrees that the Trademark Agreement extends to and covers in full all of the Obligations (as modified by the New Loan Agreement), directly or indirectly, in connection with the New Loan Agreement, as it may be amended, modified or restated from time to time.

6. Representations; Acknowledgment. Pledgor hereby represents and warrants to Agent and Lenders that the Trademark Agreement executed by it was on the date of the execution and delivery thereof, and continues to be, on and after the date hereof, the valid and binding obligation of Pledgor enforceable in accordance with its terms, and that Pledgor does not have any claims or defenses to the enforcement of the rights and remedies of Agent under the Trademark Agreement. Pledgor hereby acknowledges that this Amendment and the Trademark Agreement are a condition of Agent and Lenders agreeing to continue to make credit available under the New Loan Agreement.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

8. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement.

**[SIGNATURE PAGE FOLLOWS]**

*(Signature Page to First Amendment to and  
Reaffirmation of Trademark and License Security Agreement)*

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to and Reaffirmation of Trademark and License Security Agreement as of the date first above written.

**COMPANY:**

WOODS INDUSTRIES, INC.

By: Amir Rosenthal  
Name: Amir Rosenthal  
Title: Secretary

**AGENT:**

FLEET CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*(Signature Page to First Amendment to and  
Reaffirmation of Trademark and License Security Agreement)*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this First Amendment to and Reaffirmation of Trademark and License Security Agreement as of the date first above written.

**COMPANY:**

WOODS INDUSTRIES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENT:**

FLEET CAPITAL CORPORATION

By:  \_\_\_\_\_

Name: David Lehner

Title: Vice President





SCHEDULE A

to Trademark and License Security Agreement

Trademarks after January 31, 2003

<u>Owner</u>	<u>Trademark Description</u>	<u>Status</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Country</u>
Woods Industries, Inc.	DECKMATES	Registered		1,856,611 Oct 4, 1994	United States
Woods Industries, Inc.	PEAK PROTECTION	Registered		76,572,275 Jan 28, 2004	United States

**SCHEDULE B**

to Trademark and License Security Agreement

Licenses after January 31, 2003

License Agreement dated April 10, 2003 between Ta Hsing Electric Wire and Cable Co. Ltd. and Woods Industries, Inc.