

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hunter Manufacturing Company		03/10/2005	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent		
<b>Street Address:</b>	222 North LaSalle Street		
<b>Internal Address:</b>	16th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2843812	CAMFIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher c/o Goldberg Kohn		
<b>Address Line 1:</b>	55 East Monroe Street		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>Signature:</b>	/njb/		
<b>Date:</b>	03/15/2005		

OP \$40.00 2843812

**TRADEMARK**

**REEL: 003046 FRAME: 0730**

Total Attachments: 4

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**AMENDMENT NO. 1 TO  
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") to that certain Trademark Security Agreement dated as of December 19, 2003 (the "Security Agreement") made by Hunter Manufacturing Company, an Ohio corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc. ("Grantee"), as agent for the lenders (the "Lenders") party to the Credit Agreement (as defined below), is made as of March 10, 2005.

WHEREAS, Grantor, certain of its affiliates and Grantee are parties to a certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, since the date of Grantor's execution of the Security Agreement, Grantor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, the parties agree to amend the Security Agreement to confirm the inclusion of such New Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Security Agreement as follows:

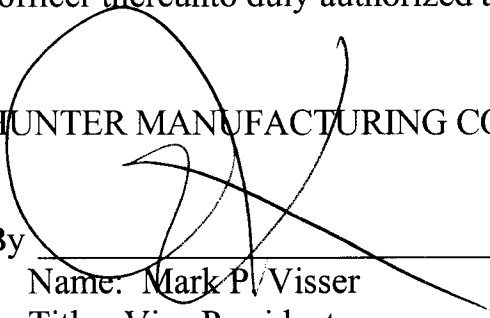
1. Exhibits. Schedule 1 as referred to in the Security Agreement shall be deemed to refer to Schedule 1 as amended by the addition of the New Trademarks listed on Amendment No. 1 to Schedule 1 attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Security Agreement shall remain in full force and effect as executed.
3. Counterparts. This Amendment maybe executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Grantor and Grantee have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

HUNTER MANUFACTURING COMPANY

By



\_\_\_\_\_

Name: Mark P. Visser

Title: Vice President

Agreed and accepted as of the date first written above

MERRILL LYNCH CAPITAL,  
a division of Merrill Lynch Business  
Financial Services Inc., as Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

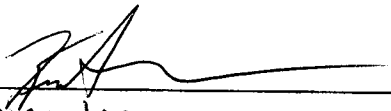
IN WITNESS WHEREOF, Grantor and Grantee have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

HUNTER MANUFACTURING COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_

Agreed and accepted as of the date first written above

MERRILL LYNCH CAPITAL,  
a division of Merrill Lynch Business  
Financial Services Inc., as Agent

By  \_\_\_\_\_  
Its Director \_\_\_\_\_

**AMENDMENT NO. 1 TO SCHEDULE 1**

<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>
Camfire	78079546	2843812