

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

80034 999 Part 1

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

1. Name of conveying party(ies):

Elegant USA, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other N.J. Limited Liability Co.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, Internal as agent Address:

Street Address: 201 Merritt Seven City: Norwalk State: CT Zip: 06856

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designation must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Amended & Restated Trademark Security Agreement

Execution Date: March 2, 2005

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath Internal Address: Winston & Strawn LLP 33rd Floor Street Address: 35 W. Wacker Dr. City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 3.41) \$ 665

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

232428

DO NOT USE THIS SPACE

9. Signature.

Laura Konrath Name of Person Signing

[Handwritten Signature] Signature

3/17/05 Date

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

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

CH \$665.00 232428 78184577

*Continuation
Item 9*

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Trademark	Registration Number/Application Number
Back Breeze	2,515,686
Comfortgel	2,432,257
Massageair	2,428,049
Misc. Design (Cowboy)	1,499,463
Ortho Advantage	1,746,379
Ortho Breeze	2,448,166
Performance Cover	1,477,576
Saddleman	1,237,207
Surefit	1,423,783
10 Ultimatefit	2,100,512
Value Tweed	1,849,214
Fashion Magic	2,738,253
NX Racing	78/184577
Smart Seat	78/181618
Ec Two Stage Electro Coat Powder Coat Finish	78/169820
By Elegant The Canopy	2,765,377
By Elegant Bucket	2,707,769
By Elegant Bench	2,705,290
Power Grip	2,529,651
20 CSS Comfort Support System (BUMPER Design)	2,684,130
Elegant	2,416,686
Polar Bear (and Design)	2,343,714
Elegant USA	2,418,085
Elegant USA	2,540,775
Elegant USA	2,238,832
26 Elegant USA	2,212,229

LICENSES

Licensor Name	Product Line	Date Effective	Date Expires
Equity Management	Chevy	10/1/2004	9/30/2007
Equity Management	Hawaiian Style	7/1/2003	6/30/2006

800-2A
999

1

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2005, by ELEGANT USA, LLC, a New Jersey limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders (this "Agreement").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make and continue the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Grantor has previously entered into a trademark security agreement with Agent for the benefit of Lenders whereby Grantor has granted a security interest in and lien upon the Trademark Collateral in favor of Agent and the Lenders (the "Existing Trademark Security Agreement");

WHEREAS, the parties hereto desire to amend and restate the terms of the Existing Trademark Security Agreement by entering into this Agreement and Agent and Lenders are willing to make and continue the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT. This Agreement amends and restates the Existing Trademark Security Agreement and is made in substitution and not in replacement of the Existing Trademark Security Agreement and is not in satisfaction or payment of any obligations of the Grantor to the Agent thereunder and does not constitute a novation of the Existing Trademark Security Agreement but rather shall relate back to the time of the Existing Trademark Security Agreement for the purposes of filing and perfection.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ELEGANT USA, LLC

By: Alan Natanson
Name: Alan Natanson
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 2nd day of March, 2005 before me personally appeared Alan Natanson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Elegant USA LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Brian W. Harvey
Notary Public

{seal}

BRIAN W. HARVEY
Notary Public, State of New York
No. 02HA6054200
Qualified in New York County
Commission Expires Oct. 6, 2007

Signature Page to
Amended and Restated Trademark Security Agreement

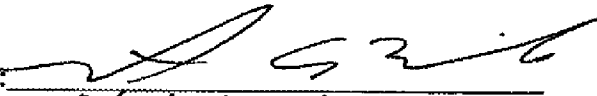
IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ELEGANT USA, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Robert A. Miller
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)

ss.

COUNTY OF _____)

On this ____ day of _____, 2005 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

	Trademark	Registration Number/Application Number
1	Back Breeze	2,515,686
	Comfortgel	2,432,257
	Massageair	2,428,049
	Misc. Design (Cowboy)	1,499,463
	Ortho Advantage	1,746,379
	Ortho Breeze	2,448,166
	Performance Cover	1,477,576
	Saddleman	1,237,207
	Surefit	1,423,783
10	Ultimatefit	2,100,512
	Value Tweed	1,849,214
	Fashion Magic	2,738,253
	NX Racing	78/184577
	Smart Seat	78/181618
	Ec Two Stage Electro Coat Powder Coat Finish	78/169820
	By Elegant The Canopy	2,765,377
	By Elegant Bucket	2,707,769
	By Elegant Bench	2,705,290
	Power Grip	2,529,651
20	CSS Comfort Support System	2,684,130
	(BUMPER Design)	2,416,686
	Elegant	2,343,714
	Polar Bear (and Design)	2,418,085
	Elegant USA	2,540,775
	Elegant USA	2,238,832
(26)	Elegant USA	2,212,229

LICENSES

Licensors Name	Product Line	Date Effective	Date Expires
Equity Management	Chevy	10/1/2004	9/30/2007
Equity Management	Hawaiian Style	7/1/2003	6/30/2006

CHI:1488473.3

TRADEMARK
REEL: 003068 FRAME: 0599

Jordon Outdoor Enterprise	Real Tree	2/10/2003	2/1/2006
4 Kids Entertainment	The Dog	12/1/2003	9/30/2006
Haas Outdoors, Inc.	Mossy Oak	4/23/2003	4/23/2005
Warner Brothers - US	Scooby Doo	1/1/2004	12/31/2006
Warner Brothers - Canada	Scooby Doo	1/1/2004	12/31/2006
Warner Brothers - US	Looney Tunes	1/1/2004	12/31/2006
Warner Brothers - Canada	Looney Tunes	1/1/2004	12/31/2006
Warner Brothers - Mexico	Looney Tunes	1/1/2004	12/31/2006
Meikeljohn Graphics Licensing	Wizard & Wolf	1/10/2003	9/30/2006
Nitrous Express	NX Racing	1/1/2004	12/31/2008
Capital Licensing	Various	8/1/2003	12/31/2005