

Form **FTO-1594**
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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):
Packers Acquisition Co.

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

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

2. Name and address of receiving party(ies)
Name: **Fleet Capital Corporation**
Internal Address: **Suite 800**
Street Address: **300 Galleria Parkway**
City: **Atlanta** State: **GA** Zip: **30339**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Rhode Island**
 Other _____

If assignee is not domiciled in the United States, domestic representative designation is attached: Yes No
(Designations 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 **Amendment to Security Agreement**
 Execution Date: **April 7, 1998**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
None

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____
See attached Exhibit A-1

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Marcus A. Young**
 Internal Address: **Parker, Hudson, Rainer & Dobbs LLP**
 Street Address: **1500 Marquis Two Tower
285 Peachtree Center Avenue, N.E.**
 City: **Atlanta** State: **GA** Zip: **30303**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41).....\$ **90.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
502831

DO NOT USE THIS SPACE

9. Signature.
Mitchell M. Purvis  **April 5, 2005**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **7**

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

CH \$90.00 502831 2418768

EXHIBIT A-1

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
BETTER THAN IT HAS TO BE	United States	2418768	January 9, 2001
ENGINE ARMOUR	United States	2460722	June 19, 2001
VALUE TECH	United States	1748072	January 26, 1993

March 9, 2005

Fleet Capital Corporation
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement between Packers Acquisition Co. ("Borrower") and Fleet Capital Corporation ("Lender"), dated April 7, 1998, as recorded in the United States Patent and Trademark Office ("USPTO") on May 5, 1998 at Reel/Frame number 1720 /0886 (the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in that certain Loan and Security Agreement dated April 7, 1998 among Lender, Borrower and the other borrowers named therein, as at any time amended.

Pursuant to Sections 7 and 8 of the Trademark Security Agreement, Borrower is obligated to give notice to Lender whenever Borrower obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, and Lender is entitled to modify the Trademark Security Agreement by amending Exhibit A thereto to include the new trademarks or applications therefor.

Borrower acknowledges that it has obtained rights to the trademarks listed on the attached Exhibit A-1. Lender and Borrower agree to amend the Trademark Security Agreement to include the trademarks listed on Exhibit A-1 as provided below.

NOW THEREFORE, for TEN DOLLARS (\$10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Trademark Security Agreement. Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks thereon those trademarks listed on Exhibit A-1 attached hereto. Lender is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented and/or of this letter agreement, with the USPTO at Borrower's expense.

2. Grant and Regrant of Security Interest. To secure the prompt payment and performance to Lender of all of the Obligations, Borrower hereby grants and regrants to Lender a

continuing security interest in and lien upon all of Borrower's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, each trademark listed on Exhibit A-1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of Borrower's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

3. Representations, Warranties and Covenants. Borrower hereby covenants and warrants to Lender:

(a) that it is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;

(c) that, to Borrower's knowledge, the validity of the Additional Trademark Collateral has never been questioned;

(d) that Borrower has not entered into any contract or made any commitment that will or may impair Lender's rights hereunder; and

(e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Lender.

4. Further Assurances. Borrower agrees to take such further actions as Lender shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

5. Miscellaneous. This letter agreement shall be effective upon execution by Borrower and acceptance by Lender in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

If this letter is acceptable to Lender, please evidence its agreement by executing the enclosed copy of this letter.

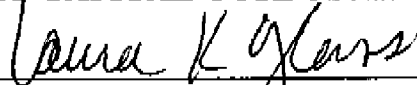
Very truly yours,

PACKERS ACQUISITION CO.

By: 
Harry J. Barkett, President

Accepted and agreed to this
9th day of March, 2005:

FLEET CAPITAL CORPORATION

By: 
Title: Vice President

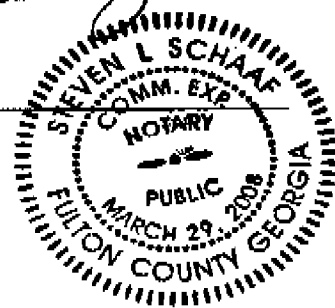
STATE OF GEORGIA)
)
COUNTY OF FULTON)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Harry J. Barkett with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be President of Packers Acquisition Co., the within named bargainer, a Florida corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office, this 9th day of March, 2005.

Steven L SchAAF
Notary Public

My Commission expires _____



STATE OF GEORGIA)
)
COUNTY OF FULTON)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Laura K. Glass with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be Vice President of Fleet Capital Corporation, the within named bargainer, a Rhode Island corporation, and that he/she as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/ as Vice President.

Witness my hand and seal at office, this 9th day of March, 2005.

Steven L SchAAF
Notary Public

My Commission expires _____

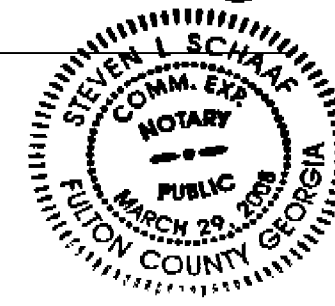


EXHIBIT A-1

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