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03-16-2005

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)



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

RECOI 102960520  
**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
INLAND TECHNOLOGIES, INC.

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation- State: California  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?  Yes  No

Name: CIT LENDING SERVICES CORPORATION  
Internal  
Address: \_\_\_\_\_  
Street Address: 1211 Avenue of the Americas  
City: New York  
State: New York  
Country: USA Zip: 10036

Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship Delaware  
 Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

OFFICE OF PUBLIC RECORDS  
2005 MAR 11 AM 11:54  
FINANCE SECTION

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 3/8/2005

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
76203243

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
"[logo] inland technologies, inc. molding a new standard of quality"  
Filing Date - 2/26/02

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

Name: Joseph Makseyn  
Internal Address: Otterbourg, Steindler  
Street Address: 230 Park Avenue  
City: New York  
State: New York Zip: 10169  
Phone Number: 212-661-9100  
Fax Number: 212-682-6104  
Email Address: jmakseyn@oshr.com

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card    Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ 3/10/2005  
Signature Date  
Joseph Makseyn  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/15/2005 ECOOPER 00000150 76203243

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(40.00)

**TRADEMARK**  
REEL: 003134 FRAME: 0356

**SECURITY AGREEMENT**

**(TRADEMARKS)**

WHEREAS, INLAND TECHNOLOGIES, INC., a California corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to CIT LENDING SERVICES CORPORATION, a Delaware corporation, as administrative agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Amended and Restated Omnibus Pledge and Security Agreement dated as of March 8, 2005 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be  
duly executed by its officer thereunto duly authorized as of the 8<sup>th</sup> day of March, 2005.

INLAND TECHNOLOGIES, INC.

By:   
Name: Mark L. Evans  
Title: Director

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

| <u>Pledgor</u>               | <u>Mark</u>  | <u>Application or<br/>Registration No.</u> | <u>Country</u> | <u>Issue or<br/>Filing Date</u> |
|------------------------------|--|--|----------------|---------------------------------|
| Inland<br>Technologies, Inc. | "[logo] inland<br>technologies, inc.<br>molding a new<br>standard of<br>quality" | 76203243                                   | U.S. PTO       | 2/26/02                         |

March 10, 2005

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Sincerely,

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.



Joseph Makseyn  
Legal Assistant

cc: Harris J. Diamond, Esq.

RECEIPT ACKNOWLEDGED:

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

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

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