

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET 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):

Carson Industries LLC

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 03/23/2006

- Assignment
- Security Agreement
- Other Remove Property No. 999929 from Amendment No. One to Trademark Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Bank of America, N.A. (as successor-in-

Name: Interest to Fleet Capital Corporation), as Agent

Internal

Address: _____

Street Address: c/o Account Executive/Carson Industries, Inc.
55 S. Lake Avenue, Suite 900

City: Pasadena

State: CA

Country: USA Zip: 91101

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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)

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

A. Trademark Application No.(s)
Not applicable

B. Trademark Registration No.(s)
Not applicable

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Remove property no. 999929.

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

Name: Claudia Immerzeel c/o Paul Hastings et al.

Internal Address: _____

Street Address: 515 S. Flower St., 25th Floor

City: Los Angeles

State: CA Zip: 90071

Phone Number: (213) 683-6339

Fax Number: (213) 996-3339

Email Address: claudiaimmerzeel@paulhastings.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ N/A

- 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:

Claudia Immerzeel
Signature

March 30, 2006

Date

Claudia Immerzeel

Name of Person Signing

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

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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SCHEDULE 1**TO AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT**

Description	Registration Number	Issue/Filing Date
Wordmark: CI	1,613,855	September 18, 1990
Wordmark: Titan	1,676,804	February 25, 1992
Trademark Assignment: Phon-Ducs	999,929	December 15, 1992
Wordmark: Carson Industries	2,752,368	August 19, 2003
Wordmark: Duragrid	2,508,421	November 20, 2001
Wordmark: Turf-Tek	2,651,913	November 19, 2002
French Trademark: Double Peau	98721318	March 24, 2004
Trademark: RailDuct	2,866,585	July 27, 2004
Trademark: Polyplastic	2512523	Nov 27, 2001

[AMENDMENT ONE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 003281 FRAME: 0861**

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

03/23/2006
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amendment Number One to Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carson Industries LLC		03/23/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A. (as successor-in-interest to Fleet Capital Corporation), as Agent		
Street Address:	c/o Account Executive/Carson Industries, 55 S. Lake Avenue, Ste 900		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1613855	CI	
Registration Number:	1676804	TITAN	
Registration Number:	999929	PHONE-DUCS	
Registration Number:	2752368	CARSON INDUSTRIES	
Registration Number:	2508421	DURAGRID	
Registration Number:	2651913	TURF-TEK	
Serial Number:	98721318		
Registration Number:	2866585	RAILDUCT	
Registration Number:	2512523	POLYPLASTIC	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2136836339		

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Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower St., 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

45072.00015

NAME OF SUBMITTER:

Claudia R Immerzeel

Signature:

/Claudia R Immerzeel/

Date:

03/23/2006

Total Attachments: 5

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**AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2006 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of January 31, 2000 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and between **CARSON INDUSTRIES LLC**, a Delaware limited liability company, successor-in-interest by merger to Carson Industries, Inc., a California corporation and Vision Molded Plastics, Inc., ("Debtor") in favor of **BANK OF AMERICA, N.A.**, a national banking association (successor-in-interest to Fleet Capital Corporation) as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtor and Agent are parties to that certain Trademark Security Agreement recorded with the United States Trademark Office on February 8, 2000 at Reel 10572, Frame 0111; and

WHEREAS, the Debtor and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

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

1. Debtor and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of California.

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4. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

[Signature page follows.]

[AMENDMENT ONE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have duly executed this
Amendment as of the date first written above.

CARSON INDUSTRIES LLC,
a Delaware limited liability company

By: *Michael P. Hennigan*

Name: *Michael P. Hennigan*

Title: *CFO*

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BANK OF AMERICA, N.A.,
a national banking association, successor-in-interest
to Fleet Capital Corporation, as Agent

By: 

Name: John McWaters

Title: Vice President

[AMENDMENT ONE TO TRADEMARK SECURITY AGREEMENT]