

MCD 6-12-06

06-13-2006



103231336

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):**  
Frazee Industries, Inc.

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

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

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**       Yes  
Additional names, addresses, or citizenship attached?       No

Name: Merrill Lynch Capital  
Internal  
Address: 16th Floor  
Street Address: 222 N. LaSalle Street  
City: Chicago  
State: Illinois  
Country: USA      Zip: 60601

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)

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

Execution Date(s) May 31, 2006

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)  
78/718,954    78/528,894    2884357

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):

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

Name: Zeynep Gieseke  
Internal Address: Latham & Watkins LLP  
Suite 5800  
Street Address: 233 S. Wacker Drive  
City: Chicago  
State: Illinois      Zip: 60606  
Phone Number: (312) 993-2647  
Fax Number: (312) 993-9767  
Email Address: zeynep.gieseke@lw.com

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

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)**      \$ 30,000

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:**      [Signature]      06/05/2006  
Signature      Date

06/13/2006 DBYRNE 00000188 78718954      Signature      Date

01 FC:0528      40.00      Zeynep Gieseke      Total number of pages including cover sheet, attachments, and document: 6

02 FC:0528      50.00      of Person Signing

03 FC:0528      120.00      UP

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

# AMENDMENT TO TRADEMARK SECURITY AGREEMENT

## THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT

("Amendment"), dated as of May 31, 2006 is entered into between Frazee Industries, Inc. ("Grantor") and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below)("Agent").

### WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of September 30, 2004 (the "Existing Trademark Security Agreement") which was filed with the United States Patent and Trademark Office on October 8, 2004. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement or the Credit Agreement, as applicable.

WHEREAS, Grantor, Agent and Lenders 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 extensions of credit to be made to Grantor by Lenders.

WHEREAS, Grantor desires to amend the Existing Trademark Security Agreement to reflect the addition of certain Trademark Collateral listed on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. "Schedule A" appended to the Existing Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule A attached hereto.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Financing Document.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to Agent that:

(i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.


(iii) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(iv) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**FRAZEE INDUSTRIES, INC.,** a  
Delaware corporation.

By:   
Name: Daniel Gibbons  
Title: VP

Agreed and Accepted  
As of the Date First Written Above  
**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**FRAZEE INDUSTRIES, INC.**, a  
Delaware corporation.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above  
**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent

By:   
Name: Joseph Lazewski  
Title: Vice President

Signature Page to Amendment to Trademark Security Agreement

SCHEDULE 1

(TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT FRAZEE INDUSTRIES,  
INC.)

TRADEMARK APPLICATIONS

<b>Trademark Application Description</b>	<b>Date Applied</b>	<b>U.S. Application No.</b>
ENCORE	September 22, 2005	78/718,954
DESIGN ONLY	December 8, 2004	78/528,894
Z FRAZEE	September 14, 2004	2884357