

1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Attorney Docket No: MDPC-2-17239

To the Director - U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Steel Horse Automotive Accessories, Inc. d/b/a Acme Truck
Parts and Steel Horse Automotive

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporation-State of California
- Other _____

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

2. Name and address of receiving party(ies):

Name: Fleet Capital Corporation

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

3. Nature of conveyance:

Other Declaration and Exhibits verifying that Security
Agreement between two above-identified parties recorded on
February 25, 2000, at Reel/Frame No. 2041/0977 should not
have been recorded against USSN 75/341,397. The document
contained a typographical error and should have been
recorded against the trademark corresponding to the serial
number noted below.

Execution date: June 28, 2007

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

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

A. Trademark Application No(s). 75/341,357

B. Trademark Registration No(s).

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

Daiva K. Tautvydas, Esq.
CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}
1420 Fifth Avenue
Suite 2800
Seattle, WA 98101-2347
206.682.8100

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00

8. The Director is authorized to charge any fees that may be
required or credit any overpayment to Deposit Account
Number 03-1740.

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daiva K. Tautvydas
Name of Attorney or Agent
Registration No. 36,077
Direct Dial 206.695.1727

Signature

6/28/07
Date

Total number of pages including cover sheet, attachments and document: 18

OMB No. 0651-0011 (exp. 4/94)

I hereby certify that this correspondence is being sent via facsimile to Facsimile No. 571-273-0140, addressed to Mail Stop
Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, on the below-indicated date.

Date: 6.28.07

CH \$40.00 031740 75341357

FORM PTO-1618A
Expires 08/31/09
OMB 0651-0027

03-31-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

NRD
2-25-00



101302100

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Steel Horse Automotive Accessories, Inc. Execution Date
Month Day Year
1/18/2000

DBA Acme Truck Parts and Steel Horse Automotive

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet Capital Corporation

DBA/AKA/TA _____

Refund Ref: 03/30/2000 000018 0000091749

Address (line 1) 15260 Ventura Boulevard, Ste. 400

Address (line 2) _____

Address (line 3) Sherman Oaks California 91403

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/30/2000 DCARTES 0000121 2119189

FOR OFFICE USE ONLY

01 FC:461
02 FC:462

(40.00 OP)
(125.00 OP)

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 0027418 FRAME: 0977
REEL: 003572 FRAME: 0188

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only

Name Thomas P. Betournay, Vice-President

Address (line 1) Fleet Capital Corporation

Address (line 2) 15260 Ventura Boulevard, Ste. 400

Address (line 3) Sherman Oaks, CA 91403

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 714 668-6225

Name Catherine Patton, Esq.

Address (line 1) Paul, Hastings, Janofsky & Walker LLP

Address (line 2) 695 Town Center Drive, 17th Floor

Address (line 3) Costa Mesa, CA 92626

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

7

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

Registration Number(s)

2,119,189 75/590440

2,119,202 75/617765

2,121,127 75/341,397

Number of Properties

Enter the total number of properties involved

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 240.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Catherine Patton, Esq.

Catherine Patton

2/24/00

Name of Person Signing

Signature

(KMB)

Date Signed

TRADEMARK

REEL: 007000 TRADEMARK 0978

REEL: 003572 FRAME: 0189

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Medicis Pharmaceutical Corporation Attorney Docket No. MDPC-2-17239
Serial No. 75/341,397 Filing Date: August 14, 1997
Reg. No.: 2,169,710 Issued: June 30, 1998
Mark: MEDICIS International Class: 3

DECLARATION ATTESTING TO ERROR

IN REGISTRATION ASSIGNMENT RECORD

Seattle, Washington 98101

June 28, 2007

TO THE COMMISSIONER FOR TRADEMARKS:

I, Daiva K. Tautvydas, declare and state as follows:

1. I am the attorney of record for the above-identified registrant, Medicis Pharmaceutical Corporation, with respect to the above-identified United States trademark registration.

2. A Security Agreement, between Steel Horse Automotive Accessories, Inc. d/b/a Acme Truck Parts and Steel Horse Automotive and Fleet Capital Corporation, was recorded against said registration on February 25, 2000, at Reel No. 2041, Frame Nos. 0977-0985. A copy of the document as recorded is attached as Exhibit A.

3. The Security Agreement and Cover Sheet as recorded both refer to U.S. Serial No. 75/341,397. The Security Agreement document further identifies this serial number as referencing the trademark MONSOON. However, Serial No. 75/341,397 actually corresponds to the above-identified MEDICIS trademark, as evidenced by the attached copy of its Certificate of Registration (Exhibit B).

4. The MONSOON trademark referenced in the Security Agreement actually corresponds to U.S. Serial No. 75/341,357, as evidenced by the attached copy of the U.S. Trademark Office TARR print-out (Exhibit C).

5. The Security Agreement does not pertain to the MEDICIS trademark and has been recorded against the registration in error.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the registration, declares that the facts set forth in this declaration are true; all statements are made of her own knowledge are true; and all statements made on information and belief are believed to be true.

Date: June 28, 2007


Daiva K. Tautvydas
Attorney for Registrant

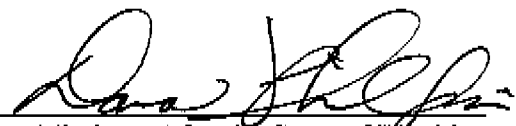
NOTARY CERTIFICATE

STATE OF WASHINGTON)
COUNTY OF KING) ss.)
UNITED STATES OF AMERICA)

On this ___ day of **June 2007**, personally appeared before me **Daiva K. Tautvydas**, to me known to be the individual named above who executed the within and foregoing Declaration and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated: June 28, 2007

(seal/stamp)

Name: 
Notary Public in and for the State of Washington
Residing at Issaquah, WA 98027
My appointment expires October 29, 2011

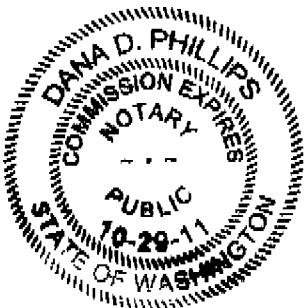


EXHIBIT A

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of January 18, 2000, by and between STEEL HORSE AUTOMOTIVE ACCESSORIES, INC., DBA ACME TRUCK PARTS AND STEEL HORSE AUTOMOTIVE, a California corporation formerly known as CDK, INC. ("Assignor"), and FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Assignee") and amends that certain Intellectual Property Security Agreement between Assignor and Assignee dated as of March 10, 1998 and recorded with the U.S. Patent and Trademark Office on March 11, 1998 at Reel 9046, Frame 0838 with respect to Patents, and at Reel 1706, Frame 0417 with respect to Trademarks.

RECITALS

A. Assignor, Assignee and certain other parties are parties to that certain Loan and Security Agreement, dated as of March 10, 1998, as amended, pursuant to which Assignee has been providing financial accommodations to Assignor on the terms and conditions set forth therein. (Said Loan and Security Agreement, as in effect from time to time, together with all exhibits and schedules thereto, is hereinafter referred to as the "Original Loan Agreement").

B. Contemporaneously with the execution of this Amendment, the Original Loan Agreement is being restated and amended pursuant to that certain Restated and Amended Loan and Security Agreement of even date herewith (the "Restated Loan Agreement") by and among Assignor, the other "Borrowers" party thereto, Assignor as the sole initial "Lender" thereunder, and Assignor as the agent (in such capacity "Agent") for the "Lenders" from time to time a party to the Restated Loan Agreement.

C. Assignor and Assignee wish to amend the Intellectual Property Security Agreement to reflect that, from and after the effectiveness of the Restated Loan Agreement, all rights previously held by Assignor for its own account will be held by Assignor as Agent under the Restated Loan Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Amendments to Intellectual Property Security Agreement. From and after the date of this Amendment, as used in connection with the Intellectual Property Security Agreement:

a. the terms "Original Loan Agreement", "Restated Loan Agreement", and "Agent" shall have the meanings given to them in this Amendment;

b. the term "Loan Agreement" shall mean "the Original Loan Agreement, as restated and amended by the Restated Loan Agreement as in effect from time to time; and

c. the term "Assignor" shall mean "Fleet Capital Corporation, as Agent", and Agent shall hold and be entitled to exercise all of the rights and powers of Assignor thereunder.

2. Ratification. Except as specifically modified by this Amendment, all provisions of the Intellectual Property Security Agreement shall remain in full force and effect.

3. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

4. California Law and Jurisdiction. This Amendment shall be governed by the laws of the State of California, without regard for choice of law provisions. Assignor and Assignee consent to the exclusive jurisdiction of any state or federal court located in Los Angeles County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

Assignor:

STEEL HORSE AUTOMOTIVE ACCESSORIES, INC , f/k/a CDK, Inc.

By: 
Dean Letch
President

Assignee:

FLEET CAPITAL CORPORATION, for itself and as Agent


By: 
Thomas P. Betournay
Vice President

EXHIBIT A
COPYRIGHTS AND COPYRIGHT LICENSES

As of the date hereof, Assignor owns no copyrights or copyright licenses.

EXHIBIT B**PATENTS AND PATENT LICENSES**Federal Patents

<u>Patent</u>	<u>Registration Number</u>	<u>Application Number</u>
Vehicle Center Console	359,266 issued 06/13/95	
Full-length side storage containers for pickup beds		08/958,604 filed 10/27/97

Federal Patents Licensed from Other Parties

<u>Patent</u>	<u>Registration Number</u>	<u>Licensor</u>
Jeep Top Fastening Means	4,600,235	Bestop, Inc. (Non-Exclusive License Agreement)
Apparatus for detachably fastening a stretchable fabric panel to a rigid frame	4,757,854	Bestop, Inc. (Non-Exclusive License Agreement)
Maui Island Topper	384,324	Don Barker (Exclusive License Agreement)
Cargo Tiedown	5,445,482	Lane Dietrich and Jim Davis (Exclusive License Agreement)

TRADEMARK**REEL: 00204 FRAME: 0982****REEL: 003572 FRAME: 0196**

SCHEDULE B (cont)

<u>TITLE OF INVENTION</u>	<u>APPLICATION NO / REGISTRATION NO.</u>	<u>APPLICATION DATE / REGISTRATION DATE</u>
The ornamental design for an extendible basket carrier for vehicle roof rack	85,796	March 30, 1998

OC/173090.2
09999.99999

TRADEMARK
REEL: 003572 FRAME: 0197
TRADEMARK
REEL: 003572 FRAME: 0197

EXHIBIT C

TRADEMARKS AND TRADEMARK LICENSES

Federal Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Application Number</u>
Steel Horse	2,119,189 issued 12/09/97	
Horse Head (logo)	2,119,202 issued 12/09/97	
Steel Horse Automotive and Design	2,121,127 issued 12/16/97	

EXHIBIT *c* (cont)

<u>Trademarks</u>	<u>Serial Number/Jurisdiction</u>	<u>Filing Date</u>
BVG	75/590440	November 17, 1998
BVG Baner Vehicle Gear	75/617765	January 7, 1999
Monsoon	75/341,397	August 14, 1997

OC/165848.2
28848.98247

EXHIBIT B

Int. Cl.: 3

Prior U.S. Cls.: 1, 4, 6, 50, 51 and 52

Reg. No. 2,169,710

United States Patent and Trademark Office

Registered June 30, 1998

**TRADEMARK
PRINCIPAL REGISTER**

MEDICIS

MEDICIS PHARMACEUTICAL CORPORATION
(DELAWARE CORPORATION)
4343 EAST CAMELBACK ROAD
PHOENIX, AZ 850182700

FIRST USE 8-14-1989, IN COMMERCE
8-14-1989.
OWNER OF U.S. REG NOS 1,740,476, 2,048,165
AND OTHERS

FOR: FULL LINE OF NON-MEDICATED
SKIN AND HAIR CARE PREPARATIONS, IN
CLASS 3 (U S CLS 1, 4, 6, 50, 51 AND 52)

SER. NO. 75-341,397, FILED 8-14-1997
GEOFFREY M. MCNUTT, EXAMINING AT-
TORNEY

EXHIBIT C

Latest Status Info

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2005-06-09 14:09:54 ET

Serial Number: 75341392 Assignment Information

Registration Number: 2448051 Assignment Information

Mark (words only): MONSOON

Standard Character claim: No

Current Status: Registered

Date of Status: 2001-05-01

Filing Date: 1997-08-14

Transformed into a National Application: No

Registration Date: 2001-05-01

Register: Principal

Law Office Assigned: LAW OFFICE 114

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -File Repository (Franconia)

Date In Location: 2001-07-09

LAST APPLICANT(S)/OWNER(S) OF RECORD

I Bauer Industries

Address:

Bauer Industries
2401 Arden Way
Sacramento, CA 95825
United States

Legal Entity Type: Corporation

State or Country of Incorporation: California

GOODS AND/OR SERVICES

International Class: 018

all purpose waterproof external vehicle soft cargo bags

First Use Date: 2000-04-00

First Use in Commerce Date: 2000-04-00

Latest Status Info

Basis: 1(a)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2001-05-01 - Registered - Principal Register
2001-01-26 - Allowed for Registration - Principal Register (SOU accepted)
2001-01-08 - Non-final action mailed
2001-01-04 - Case file assigned to examining attorney
2000-12-27 - Statement of use processing complete
2000-12-18 - Extension 4 granted
2000-10-05 - Amendment to Use filed
2000-10-05 - Extension 4 filed
2000-06-28 - Extension 3 granted
2000-04-04 - Extension 3 filed
1999-10-28 - Extension 2 granted
1999-10-01 - Extension 2 filed
1999-04-06 - Extension 1 granted
1999-04-06 - Extension 1 filed
1998-10-06 - Notice of allowance - mailed
1998-07-14 - Published for opposition
1998-06-12 - Notice of publication
1998-05-04 - Approved for Pub - Principal Register (Initial exam)
1998-04-30 - Case file assigned to examining attorney

TRADEMARK

Latest Status Info

CORRESPONDENCE INFORMATION

Correspondent

LEWIS ANTEN (Attorney of record)

LEWIS ANTEN
LEWIS ANTEN PC
16830 VENTURA BLVD STE 411
ENCINO CA 91436-1726
