

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEEKEND WARRIOR TRAILERS INCORPORATED		07/17/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	1717 MAIN ST
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2725407	ULTRABED
Registration Number:	3230358	FULL THROTTLE
Registration Number:	2567154	WEEKEND WARRIOR
Serial Number:	76661602	STEALTH
Serial Number:	76661083	ROAD WARRIOR
Serial Number:	77114078	WEEKEND WARRIOR WIDE LITE

CORRESPONDENCE DATA

Fax Number: (858)756-4732
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (858) 756-6342
 Email: rmardian@hcesq.com
 Correspondent Name: Robert C. Mardian III
 Address Line 1: PO Box 9144
 Address Line 2: 16236 San Dieguito Road, Suite 4-13
 Address Line 4: Rancho Santa Fe, CALIFORNIA 92067-9144

OP \$165.00 2725407

NAME OF SUBMITTER:	Robert C. Mardian III
Signature:	/Robert Mardian/
Date:	07/18/2008
Total Attachments: 5 source=Executed Amended Security Agreement#page1.tif source=Executed Amended Security Agreement#page2.tif source=Executed Amended Security Agreement#page3.tif source=Executed Amended Security Agreement#page4.tif source=Executed Amended Security Agreement#page5.tif	

AMENDMENT TO SECURITY AGREEMENTS

(Filing with U.S. Patent and Trademark Office)

This Amendment Security Agreement (this "Amendment"), dated as of July 16, 2008, is executed by WEEKEND WARRIOR TRAILERS INCORPORATED, a California corporation, WARRIOR MANUFACTURING, INC., California corporation, and RAGE'N, INC., a California corporation, (collectively, the "Grantor"), having their principal place of business and office located at 1320 Oleander Avenue, Perris, California 92571 and COMERICA BANK ("Secured Party"), having an office located at 2321 Rosecrans Avenue, Suite 5000, El Segundo, California 90245.

RECITALS

WHEREAS, each entity included in the definition of Grantor and Secured Party entered have entered into agreements in favor of Bank granting a security interest to Bank in all assets of each Grantor, including "General Intangibles" as defined in the California Commercial Code, and including all patents, trade names, trademarks, and/or servicemarks, whether then owned or thereafter acquired by any of them (the "Security Agreements"); and

WHEREAS, Secured Party and each entity included in the definition of Grantor wish to amend the Security Agreements to include specifically refer to certain trademarks owned by one or more of the entities included in the definition of Grantor.

NOW, THEREFORE, Secured Party and Grantor agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meanings set forth in that certain "Forbearance Agreement and Modification to Loan and Security Agreement and Modification to Other Loan Documents" (the "Agreement") is entered into as of June 26, 2008 by and among Weekend Warrior Trailers Incorporated ("WWT"), Warrior Manufacturing, Inc. ("WM"), Rage'N, Inc. ("Rage'N"), Warrior South LLC ("WSouth"), Krameria, LLC ("Krameria") and Mark Warmoth ("Warmoth") on the one hand, and Secured Party on the other (the "Forbearance Agreement").
2. Each of the Security Agreements (and any other security agreement or third party pledge agreement executed by any entity included in the definition of Grantor in favor of Secured Party) is hereby amended by supplementing such Security Agreements (or other security agreements and third party pledge agreements) with the attached Schedule A listing specific trademarks and trademark registrations all as set forth in said Schedule A hereto.
3. Secured Party may record this Amendment with the United States Patent and Trademark Office (the "PTO"), at the expense of Grantor.
4. Except as herein expressly amended and supplemented, all of the terms and provisions of the Security Agreements and the Forbearance Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first written above.

"Grantor:"

**WEEKEND WARRIOR TRAILERS
INCORPORATED**

By: [Signature]
Title: _____

WARRIOR MANUFACTURING, INC.

By: [Signature]
Title: _____

RAGE'N, INC.

By: [Signature]
Title: _____

"Secured Party":

COMERICA BANK

By: [Signature]
Title: First Vice President

Address for Notice to Bank:
2321 Rosecrans Ave. Suite 5000
El Segundo, California 90245
Attn: Sam Ahmed
First Vice President
Telephone No. (310) 297-3010
FAX No. (310) 297-3039

SCHEDULE A
to the Amendment to Security Agreements

REGISTERED TRADEMARKS

<u>Owner/Grantor Entity</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
WEEKEND WARRIOR TRAILERS INCORPORATED	ULTRABED	June 10, 2003	2725407
WEEKEND WARRIOR TRAILERS INCORPORATED	FULL THROTTLE	April 17, 2007	3230358
WEEKEND WARRIOR TRAILERS INCORPORATED	WEEKEND WARRIOR	May 7, 2002	2567154
RAGE'N, INC.	RAGE'N	Aug. 12, 2003	2749967
RAGE'N, INC.	PALISADES	June 5, 2001	2458407
RAGE'N, INC.	SPLASH	June 18, 2002	2583202
RAGE'N, INC.	BLAZE'N	Aug. 19, 2003	2752523

PENDING TRADEMARK APPLICATIONS

<u>Owner/Grantor Entity</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
WEEKEND WARRIOR TRAILERS INCORPORATED	STEALTH	June 15, 2006	76661602
WEEKEND WARRIOR TRAILERS INCORPORATED	ROAD WARRIOR	June 5, 2006	76661083
WEEKEND WARRIOR TRAILERS INCORPORATED	WEEKEND WARRIOR WIDE LITE	Feb. 22, 2007	77114078

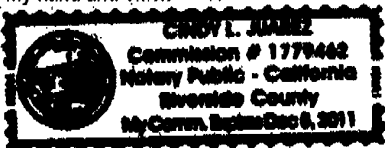
CERTIFICATE OF ACKNOWLEDGMENT

State Of California)
 County Of Riverside) ss
 On 7/17/08 before me, Cindy L. Juarez "Notary Public"
 personally appeared Mark Warmoth

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

(SEAL) 

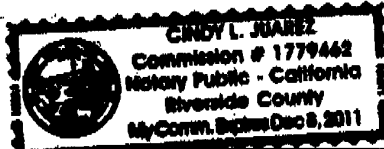
Cindy L. Juarez
 (Notary Public's Signature)
Cindy L. Juarez
 (Type or Print Name)

State Of California)
 County Of Riverside) ss
 On 7/17/08 before me, Cindy L. Juarez "Notary Public"
 personally appeared Mark Warmoth

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

(SEAL) 

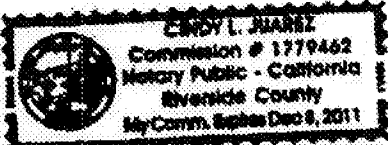
Cindy L. Juarez
 (Notary Public's Signature)
Cindy L. Juarez
 (Type or Print Name)

State Of California }
 County Of Riverside } ss
 On 7/17/08 before me, Cindy L. Juarez
 personally appeared Mark Uermoth

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

(SEAL) 

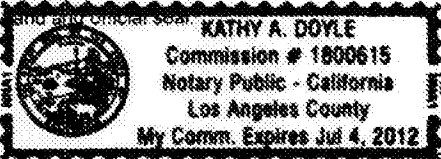
Cindy L. Juarez
 (Notary Public's Signature)
Cindy L. Juarez
 (Type or Print Name)

State Of California }
 County Of Los Angeles } ss
 On July 17, 2008 before me, Kathy A. Doyle
 personally appeared SAM BAKER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

(SEAL) 

Kathy A. Doyle
 (Notary Public's Signature)
Kathy A. Doyle
 (Type or Print Name)