

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Textron Financial Corp.		07/06/2009	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Audubon Capital SBIC, L.P., as Collateral Agent		
<b>Street Address:</b>	217 N. Columbia Street		
<b>City:</b>	Covington		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70433		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: LOUISIANA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1834546	MULTIFIT	
<b>Registration Number:</b>	1863050	CLAMPLOCK	
<b>Serial Number:</b>	75801150	EURO FAN	
<b>Serial Number:</b>	75637245	RAD FAN	
<b>Serial Number:</b>	75903299	TRI-FLOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(504)568-9130		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(504) 566-1311		
<b>Email:</b>	rosel@phelps.com		
<b>Correspondent Name:</b>	Lynn Rose c/o Phelps Dunbar, LLP		
<b>Address Line 1:</b>	365 Canal Street, Suite 2000		
<b>Address Line 4:</b>	New Orleans, LOUISIANA 70130-6534		
<b>ATTORNEY DOCKET NUMBER:</b>	16834-1		

OP \$140.00 1834546

**900138374**

**TRADEMARK  
 REEL: 004022 FRAME: 0745**

NAME OF SUBMITTER:	Lynn Rose
Signature:	/lynnrose/
Date:	07/10/2009
<p>Total Attachments: 16 source=Assignment to Audubon#page1.tif source=Assignment to Audubon#page2.tif source=Assignment to Audubon#page3.tif source=Assignment to Audubon#page4.tif source=Assignment to Audubon#page5.tif source=Assignment to Audubon#page6.tif source=Assignment to Audubon#page7.tif source=Assignment to Audubon#page8.tif source=Assignment to Audubon#page9.tif source=Assignment to Audubon#page10.tif source=Assignment to Audubon#page11.tif source=Assignment to Audubon#page12.tif source=Assignment to Audubon#page13.tif source=Assignment to Audubon#page14.tif source=Assignment to Audubon#page15.tif source=Assignment to Audubon#page16.tif</p>	

## ASSIGNMENT AND ACCEPTANCE AGREEMENT

This Assignment and Acceptance Agreement (the "Assignment and Acceptance") is dated as of July 6, 2009 (the "Execution Date") and is among (i) Textron Financial Corporation (the "Assignor") and (ii) Pacesetter SBIC Fund, Inc., Audubon Capital SBIC, L.P. and Jefferson Capital Partners I, L.P. (individually and collectively, the "Assignee").

The Assignor is party to that certain Loan and Security Agreement dated as of April 3, 2003 (as amended, amended and restated, modified, supplemented or renewed, the "Loan Agreement") between Tripac International, Inc. (the "Borrower") and Textron Financial Corporation (the "Lender").

Assignor is obligated, so long as no Default or Event of Default exists and subject to the terms of the Loan Agreement, to make Revolving Loan Advances to Borrower in an aggregate amount at any time outstanding up to the lesser of (a) the Borrowing Base and (b) \$2,750,000.00. As of the Execution Date, Events of Default exist under the Loan Agreement, and the outstanding amount of Revolving Loan Advances exceeds the Borrowing Base (which is less than \$2,750,000).

The Assignor wishes to assign to the Assignee all rights and obligations of the Assignor under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) on the terms and subject to the conditions set forth herein and the Assignee wishes to accept assignment of such rights and to assume such obligations from the Assignor on such terms and subject to such conditions.

In consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Loan Agreement.

2. Assignment and Acceptance.

(a) Subject to the terms and conditions of this Assignment and Acceptance, the Assignor hereby sells, transfers and assigns to the Assignee, and the Assignee hereby purchases, assumes and undertakes from the Assignor (i) all right and title to all rights, benefits, obligations, liabilities and indemnities of the Assignor under and in connection with the Loan Agreement and the Loan Documents, including guaranties of the Loans and subordinations in favor of the Assignor, and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as the Lender) against any Person, whether known or unknown, arising under or in connection with the Loan Agreement or the Loan Documents or both, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above.

(b) With effect on and after the Execution Date, the Assignee shall be a party to the Loan Agreement and succeed to all of the rights and be obligated to perform all of the obligations of the Lender under the Loan Agreement. The Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Agreement are required to be performed by it as the Lender. By its execution hereof, the Borrower acknowledges and agrees that from and after the Execution Date, all references in the Loan Agreement and the other Loan Documents to "Lender" shall mean the Assignee.

3. Payments.

As consideration for the sale, assignment and transfer contemplated in Section 2 of this Assignment and Acceptance, the Assignee shall pay to the Assignor on the Execution Date in immediately available, good funds an amount equal to the sum of:

(a) \$1,000,000.00; *plus*

(b) The difference (the "Cumulative Net Fundings") between:

(i) Any and all amounts that are advanced to Borrower pursuant to the Loan Agreement or Loan Documents or both after June 22, 2009 (the "Sale Date") up to the Execution Date, but only to the extent that such amounts are advanced to fund the Borrower's ordinary business operations (and thus excluding advances to pay accrued interest on the Loans or to pay outstanding fees, expenses and similar amounts); *minus*

(ii) Any and all amounts that are collected by Assignor pursuant to the Loan Agreement or Loan Documents or both after the Sale Date up to the Execution Date;

Provided, that if the Cumulative Net Fundings are a negative amount, then Cumulative Net Fundings shall be multiplied by 50% prior to being applied against the \$1,000,000 payable to the Assignor pursuant to subpart (a) above.

4. Control Agreement Transition.

(a) All amounts which are collected in respect of the Loan Agreement and received by Assignor after the Execution Date ("Collections") shall be received by Assignor as agent in trust for, and on behalf of, the Assignee. On each Business Day following the Execution Date, Assignor will transfer the applicable Collections to the Assignee via wire transfer pursuant to the following wire transfer instructions:

Wells Fargo Bank, N.A.  
San Francisco, CA 94104

ABA Number: 121000248  
Account Name: Pacesetter SBIC Fund, Inc.  
Account Number: 848-0226052  
Reference – Tripac International

(b) Assignor further agrees that to the extent Assignor is a party to any control agreement with Borrower and a bank that permits Assignor from time to time to initiate Automated Clearing House requests ("ACH Requests") for such bank to transfer to Assignor Collections of Borrower in accounts at such bank, such Assignor shall, until Assignee instructs otherwise, provide ACH Requests to such bank on each Business Day following the Execution Date; provided that (A) there are Collections available in the applicable accounts of Borrower to transfer, and (B) Assignor is not prohibited from making any such ACH Request by any applicable law, rule or regulation. Assignee shall reimburse Assignor for its reasonable out-of-pocket expenses incurred in carrying out their agreements set forth in this Section 4. In addition to such reimbursement for reasonable out-of-pocket expenses, commencing on the date that is fifteen (15) business days following the Execution Date (the "Collections Handling Fee Date"), Assignee shall reimburse Assignor for its internal expenses incurred in carrying out its agreements set forth in Section 4 by paying a fee to Assignor of \$1,000.00 per week, which is due and payable without notice or demand on the Collections Handling Fee Date and on the same day of the week each week thereafter until Assignor is no longer a party to any control agreement with Borrower.

5. Conditions Precedent

This Assignment and Acceptance shall not be effective until the following conditions precedent are satisfied:

(a) this Assignment and Acceptance shall be executed and delivered by the Assignor and the Assignee and acknowledged by the Borrower;

(b) the representations and warranties in this Assignment and Acceptance shall be true and correct in all respects on and as of the Execution Date; and

(c) on or before the Execution Date:

(i) the Assignor shall have duly executed and delivered all UCC filings relating to the Collateral necessary to assign its rights with respect to the Collateral to Audubon Capital SBIC, L.P., as collateral agent for the ratable benefit of the Assignee; and

(ii) the Assignee shall pay to the Assignor all amounts due to the Assignor through such date under this Assignment and Acceptance in immediately available, good funds via wire transfer pursuant to the following wire transfer instructions:

Citibank N.A  
11 Wall Street  
New York, NY 10043  
ABA# 021-000-089  
Account Name – Textron Financial Corp.  
Account # 30573344  
Reference – Tripac International

6. Lawsuit against Subordinated Creditor.

The Assignor is currently involved in and has asserted claims arising out of the Loan Agreement and Loan Documents in Cause Number: 236-232240-08 filed in the 236<sup>th</sup> District Court of Tarrant County, Texas (the "Suit"). As of the Execution Date, Assignee agrees that it assumes full and sole responsibility for how or if to proceed with the Suit and all attorneys' fees associated therewith. The Assignor acknowledges that it shall be solely responsible (as between the Assignor and the Assignee) for all attorneys' fees and expenses associated with the Suit incurred prior to the Execution Date. Assignee acknowledges that on the Execution Date Assignor will notify the attorney currently representing Assignor in the Suit that as of the Execution Date Assignor will not be responsible for any attorneys' fees and expenses associated with the Suit incurred after the Execution Date and that he should contact Assignee for how or if to proceed with the Suit. The Assignor also agrees to provide to the Assignee copies of all documents and other information in its file related to the Suit (to the extent that the attorney currently representing the Assignor does not have copies of such documents or information) and otherwise to reasonably assist the Assignee in transitioning to its responsibility for the Suit.

7. Independent Credit Decision.

The Assignee (a) acknowledges that it has received a copy of the Loan Agreement and the Schedules and Exhibits thereto, together with copies of the most recent financial statements of the Borrower, and such other documents and information as it has deemed appropriate to make its own credit and legal analysis and decision to enter into this Assignment and Acceptance and (b) agrees that it will independently and without reliance upon the Assignor and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit and legal decisions in taking or not taking action under the Loan Agreement.

8. Representations and Warranties.

(a) The Assignor represents and warrants that (i) the outstanding principal amount of the Loans was \$1,971,499.42 on the Sale Date and accrued interest in the amount of \$12,218.03 remained unpaid as of such date, while the outstanding principal amount of the Loans was \$2,044,951.03 on the Execution Date and accrued interest in the amount of \$1,753.17 remained unpaid as of such date; (ii) the Loan Documents listed on Schedule A constitute all of the primary and material agreements, documents and instruments evidencing the Loans and

the collateral securing such Loans and, except as set forth on such Schedule A, such Loan Documents have not been amended, modified or supplemented as of the Execution Date; (iii) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Lien or other adverse claim; (iv) it is duly organized and existing and it has the full power and authority to take, and has taken, all action necessary to execute and deliver this Assignment and Acceptance and any other documents required or permitted to be executed or delivered by it in connection with this Assignment and Acceptance and to fulfill its obligations hereunder; (v) no notices to, or consents, authorizations or approvals of, any Person are required (other than any already given or obtained and still in full force and effect) for its due execution, delivery and performance of this Assignment and Acceptance, and apart from any agreements or undertakings or filings required by the Loan Agreement, no further action by, or notice to, or filing with, any Person is required of it for such execution, delivery or performance; and (vi) this Assignment and Acceptance has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with the terms hereof, subject, as to enforcement, to bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditors' rights and to general equitable principles.

(b) The Assignee acknowledges and agrees that other than those representations and warranties expressly set forth in Section 8(a) of this Assignment and Acceptance or elsewhere herein, the Assignor has not made and does not make any representations or warranties of any kind, expressed or implied, including, without limitation, any representation, warranty or responsibility regarding validity, enforceability, collectability, or legal sufficiency, or assume any responsibility with respect to the Loan Agreement or any related instrument, document, agreement, financing statement or collateral. The Assignor makes no representation or warranty in connection with, and assumes no responsibility with respect to, the solvency, financial condition or statements of the Borrower, or the performance or observance by the Borrower, of any of its obligations under the Loan Agreement or any other instrument or document furnished in connection therewith.

(c) The Assignee represents and warrants that (i) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Assignment and Acceptance and any other documents required or permitted to be executed or delivered by it in connection with this Assignment and Acceptance, and to fulfill its obligations hereunder; (ii) no notices to, or consents, authorizations or approvals of, any Person are required (other than any already given or obtained and still in full force and effect) for its due execution, delivery and performance of this Assignment and Acceptance; and apart from any agreements or undertakings or filings required by the Loan Agreement, no further action by, or notice to, or filing with, any Person is required of it for such execution, delivery or performance; and (iii) this Assignment and Acceptance has been duly executed and delivered by it and

constitutes the legal, valid and binding obligation of the Assignee, enforceable against the Assignee in accordance with the terms hereof, subject, as to enforcement, to bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditors' rights and to general equitable principles.

(d) By its execution hereof, (i) Borrower represents and warrants that there is no defense, offset, compensation, counterclaim or reconventional demand with respect to amounts due under, or performance of the terms of, the Loan Agreement or the other Loan Documents; and to the extent any such defense, offset, compensation, counterclaim or reconventional demand or other causes of action might exist, whether known or unknown, such items are hereby waived by Borrower; (ii) Borrower releases and discharges the Assignor and the Assignee from any and all claims, demands, actions, liabilities, suits and causes of action of any nature or kind whatsoever, known or unknown, whether liquidated or unliquidated, based upon facts existing or events occurring on or before the Execution Date; and (iii) Borrower acknowledges that (A) the Assignor has satisfied all of its requirements and obligations under the Loan Agreement and the other Loan Documents existing on or before the Execution Date and (B) the Borrower remains obligated to repay the entire outstanding principal amount of, and accrued and unpaid interest on, the Loans, and the amount paid by the Assignee to the Assignor in consideration of the assignment effected by this Assignment and Acceptance shall have no effect on the Borrower's repayment obligations with respect to the Loan.

9. Waiver and Hold Harmless.

Assignee waives, for itself and its officers, directors, shareholders, employees, administrators, agents, subsidiaries, affiliates, legal representatives, successors and assigns (collectively, "Representatives"), any and all actions, suits, causes of action, controversies, claims and demands whatsoever, which Assignee had or have or may have, known or unknown and now existing or hereafter arising, with respect to the validity, enforceability, collectability or legal sufficiency of the Loan Agreement or any related instrument, document, agreement, financing statement or collateral. The Assignee, for itself and its Representatives, shall indemnify and hold harmless the Assignor and its Representatives from and against any and all actions, suits, causes of action, controversies, claims and demands whatsoever, hereafter arising on account of any act, conduct or omission of the Assignee or its Representatives in connection with the Loan Agreement or any related instrument, document, agreement, financing statement or collateral.

10. Further Assurances.

The Assignor shall have duly endorsed and delivered all promissory notes and other Loan Documents evidencing the Loans to Assignee within 10 business days after the Execution Date. All Collateral shall be assigned to the Assignee in the name of Audubon Capital SBIC, L.P., other than control agreements, which shall be assigned in



the name of Pacesetter SBIC Fund, Inc. The Assignor and the Assignee each hereby agree to promptly execute and deliver such other instruments, and take such other action, as either party may reasonably request in connection with the transactions contemplated by this Assignment and Acceptance, including the delivery of any notices or other documents or instruments to the Borrower, which may be required in connection with this Assignment and Acceptance.

11. Miscellaneous.

(a) No failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof and any waiver of any breach of the provisions of this Assignment and Acceptance shall be without prejudice to any rights with respect to any other or further breach thereof.

(b) All payments made hereunder shall be made without any set-off or counterclaim.

(c) The Assignor and the Assignee shall each pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Assignment and Acceptance.

(d) This Assignment and Acceptance may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Assignment and Acceptance by signing any such counterpart. Delivery of an executed counterpart of this Assignment and Acceptance by telefacsimile or by any other electronic form of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Assignment and Acceptance by telefacsimile or by any other electronic form of transmission also shall deliver an original executed counterpart of this Assignment and Acceptance, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Assignment and Acceptance.

(e) This Assignment and Acceptance represents the entire understanding of the parties with respect to the subject matter hereof. This Assignment and Acceptance may be amended only by a subsequent writing signed by all parties to this Assignment and Acceptance. If any provision of this Assignment and Acceptance is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

(f) In the event of any dispute between the parties arising in relation to this Assignment and Acceptance, the prevailing party shall be entitled to recover all of its reasonable costs and attorneys' fees incurred in such dispute, in addition to all other sums that it may be entitled.

(g) THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE RHODE ISLAND. The Assignor and the Assignee each irrevocably submits to the non-exclusive jurisdiction of any State court sitting in the State of Rhode Island or any Federal court sitting in the Rhode Island over any suit, action or proceeding arising out of or relating to this Assignment and Acceptance and irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such State or Federal court. Each party to this Assignment and Acceptance hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

(h) THE ASSIGNOR AND THE ASSIGNEE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT AND ACCEPTANCE, THE LOAN AGREEMENT, ANY RELATED DOCUMENTS AND AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER ORAL OR WRITTEN).

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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The Assignor and the Assignee have caused this Assignment and Acceptance to be executed and delivered by their duly authorized officers as of the date first above written.

**TEXTRON FINANCIAL CORPORATION**

By: Christine W. Mackey  
Name: Christine W. Mackey  
Title: SVP - Chief Credit Officer & Operations

**PACESETTER SBIC FUND, INC.**

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

**AUDUBON CAPITAL SBIC, L.P.**

By Audubon SBIC Partners, L.L.C., its general partner

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

**JEFFERSON CAPITAL PARTNERS I, L.P.**

By Jefferson Capital Management, LLC, its general partner

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

ACKNOWLEDGED AND AGREED:

**TRIPAC INTERNATIONAL, INC.**

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

The Assignor and the Assignee have caused this Assignment and Acceptance to be executed and delivered by their duly authorized officers as of the date first above written.

**TEXTRON FINANCIAL CORPORATION**

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

**PACESETTER SBIC FUND, INC.**

By: Donald R. Lawhorne  
Name: DONALD R. LAWHORNE  
Title: PRESIDENT & CEO

**AUDUBON CAPITAL SBIC, L.P.**

By Audubon SBIC Partners, L.L.C., its general partner

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

**JEFFERSON CAPITAL PARTNERS I, L.P.**

By Jefferson Capital Management, LLC, its general partner

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

ACKNOWLEDGED AND AGREED:

**TRIPAC INTERNATIONAL, INC.**

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

The Assignor and the Assignee have caused this Assignment and Acceptance to be executed and delivered by their duly authorized officers as of the date first above written.

**TEXTRON FINANCIAL CORPORATION**

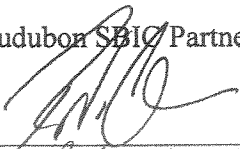
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PACESETTER SBIC FUND, INC.**

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

**AUDUBON CAPITAL SBIC, L.P.**

By Audubon SBIC Partners, L.L.C., its general partner

By:  \_\_\_\_\_  
Name: Robert N. Cowin  
Title: Member of General Partner

**JEFFERSON CAPITAL PARTNERS I, L.P.**

By Jefferson Capital Management, LLC, its general partner

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

ACKNOWLEDGED AND AGREED:

**TRIPAC INTERNATIONAL, INC.**

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

The Assignor and the Assignee have caused this Assignment and Acceptance to be executed and delivered by their duly authorized officers as of the date first above written.

**TEXTRON FINANCIAL CORPORATION**

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

**PACESETTER SBIC FUND, INC.**

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

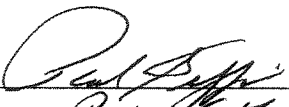
**AUDUBON CAPITAL SBIC, L.P.**

By Audubon SBIC Partners, L.L.C., its general partner

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

**JEFFERSON CAPITAL PARTNERS I, L.P.**

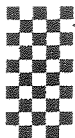
By Jefferson Capital Management, LLC, its general partner

By:   
Name: Paul Bittin  
Title: Managing Member

ACKNOWLEDGED AND AGREED:

**TRIPAC INTERNATIONAL, INC.**

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



The Assignor and the Assignee have caused this Assignment and Acceptance to be executed and delivered by their duly authorized officers as of the date first above written.

**TEXTRON FINANCIAL CORPORATION**

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

**PACESETTER SBIC FUND, INC.**

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

**AUDUBON CAPITAL SBIC, L.P.**

By Audubon SBIC Partners, L.L.C., its general partner

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

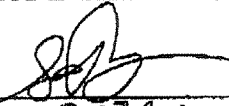
**JEFFERSON CAPITAL PARTNERS I, L.P.**

By Jefferson Capital Management, LLC, its general partner

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

**ACKNOWLEDGED AND AGREED:**

**TRIPAC INTERNATIONAL, INC.**

By:   
Name: S. BRAUER  
Title: CEO

Schedule A

List of Loan Documents

1. Loan and Security Agreement
2. First Amendment to Loan and Security Agreement
3. Second Amendment to Loan and Security Agreement
4. Loan Modification Agreement dated as of January 31, 2006
5. Loan Modification Agreement dated as of December 21, 2006
6. Loan Modification Agreement dated March 9, 2007
7. First Amendment to Loan Modification Agreement dated September 28, 2007
8. Loan Modification Agreement dated as of June 2, 2008
9. Loan Modification Agreement dated as of March 26, 2009
10. Term Loan B Note
11. Equipment Term Note
12. Guaranty [Cunningham]
13. Guaranty [O'Brien]
14. Stock Pledge Agreement (Cunningham)
15. Stock Pledge Agreement (O'Brien)
16. Stock Pledge Agreement (Tripac)
17. Stock Pledge Agreement (Cobra Investments)
- \* 18. Patent, Copyright and Trademark Collateral Assignment and Security Agreement \* See Schedule 4 attached
19. First Amendment to Intellectual Property Security Agreement
20. Subordination Agreement [KD&G]
21. First Amendment to Subordination Agreement between KD&G and Lender
22. Subordination Agreements with each of Gerald L. Cunningham; Cobra Investments, Inc. d/b/a An Aussie and a Texan; and Merrill Lynch as Custodian for Gerald Cunningham Account
23. Subordination Agreement [RCD Investments No. 2, Ltd.]
24. Intercreditor and Subordination Agreement between Audubon Capital SBIC, L.P., Jefferson Capital Partners I, L.P. and Textron Financial Corporation
25. Joinder Agreement and Amendment to Intercreditor and Subordination Agreement by Power Equities, Inc.
26. Forbearance Agreement dated January 11, 2005
27. Forbearance Agreement Extension dated July 12, 2005
28. Extension of Forbearance and Modification Agreement dated July 15, 2005
29. Promissory Note from Tripac in favor of RCD
30. Stock Redemption Agreement among RCD, Tripac, Newell and Yerushalmy
31. Blocked Account Control Agreement ("Lockbox and Lockbox Account - Automatic Sweep/Frozen) (JPMorgan Chase Bank, N.A.)



SCHEDULE A  
Intellectual Property Collateral

TRADEMARKS

<u>Trademark/ Service Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration/ Filing Date</u>	<u>Expiration Date</u>
Super Flo	France	93467960	June 1, 1994	May 11, 2003
Super Flo	Italy	660562	October 17, 1995	May 21, 2003
- Multifit	USA	1834546	May 3, 1994	May 3, 2004
Multifit	Australia	A596553	January 9, 1995	February 22, 2010
Multifit	France	93458645	February 25, 1994	March 9, 2003
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**TRADEMARK**  
**REEL: 004022 FRAME: 0761**

Tri-Flow	European Community	Application Number 1768142	July 21, 2000	
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**PATENTS**

<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration/ Filing Date</u>	<u>Expiration Date</u>
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Universal Condenser for an Air Conditioning System	USA	5664432	November 30, 1995	March 24, 2013

**TRADENAMES**

“Tripac  
Automotive  
Components”

“Tripac”

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