

**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
ALL-LUMINUM PRODUCTS, INC.		09/08/2009	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	WACHOVIA BANK, NATIONAL ASSOCIATION, formerly First Union National Bank, successor by merger to CoreStates Bank, N.A.
Street Address:	One South Broad Street
Internal Address:	3rd Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19107
Entity Type:	Bank: PENNSYLVANIA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78729736	BEACH POD
Serial Number:	78544848	RIO BRANDS
Serial Number:	77738016	CAPTURE THE SPIRIT
Serial Number:	77738047	ALOHA
Serial Number:	77384970	AMERICAN PATRIOT
Serial Number:	77035953	BIG KAHUNA
Serial Number:	76580426	EASY IN-EASY OUT

**CORRESPONDENCE DATA**

Fax Number: (215)564-8120  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215-564-8000  
 Email: svictor@stradley.com  
 Correspondent Name: Sheila Victor for Kim R. Jessum, Esq.

CH \$190.00 78729736

**900142876**

**TRADEMARK  
 REEL: 004059 FRAME: 0185**

Address Line 1: 2600 One Commerce Square  
Address Line 2: Stradley Ronon Stevens & Young, LLP  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	120770-0017
NAME OF SUBMITTER:	Sheila Victor
Signature:	/Sheila Victor/
Date:	09/10/2009

**Total Attachments: 8**

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**AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF  
MEMORANDUM OF SECURITY AGREEMENT**

**THIS AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF MEMORANDUM OF SECURITY AGREEMENT (“Amendment”)** is made this 9th day of September 2009, by and between **ALL-LUMINUM PRODUCTS, INC.**, a Pennsylvania corporation with an address at 10981 Decatur Street, Philadelphia, PA. 19154-3289 (the **“Grantor”**), and **WACHOVIA BANK, NATIONAL ASSOCIATION, formerly First Union National Bank, successor by merger to CoreStates Bank, N.A.**, with an address at One South Broad Street, 3<sup>rd</sup> Floor, Philadelphia, PA 19107 (**“Grantee”**).

**BACKGROUND**

A. Pursuant to the terms of that certain Amended and Restated Loan and Security Agreement by and between Grantor and Grantee dated January 28, 1993, as amended (collectively, the **“Loan Agreement”**), Grantor granted to Grantee a security interest in certain Marks and Patents and the goodwill associated with each of the foregoing, all as collateral for certain credit facilities extended by Grantor to Grantee. The Grantee’s security interest is further evidenced by that certain Memorandum of Security Agreement by and between Grantor and Grantee dated June 17, 1997 and recorded with the Patent and Trademark Office on September 4, 1997 (as amended by that certain Acknowledgement, Amendment and Confirmation of Security Interest in Patents and Trademarks dated December 28, 1999, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated June 27, 2000, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated February 13, 2004, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated July 13, 2005, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated August 2, 2007, and as the same may hereafter be further amended, extended, supplemented or restated from time to time, the **“Memorandum”**), a copy of which is attached hereto as **Exhibit A**.

B. On December 31, 1999, Grantor and Grantee amended and restated the Loan Agreement, as evidenced by that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement (as amended by that certain Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated July 31, 2001, that certain Second Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated September 28, 2001, that certain Third Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated October 31, 2001, that certain Fourth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated November 30, 2001, that certain Fifth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated August 31, 2003, that certain Sixth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated July 16, 2004, that certain Seventh Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated December 21, 2004, that certain Eighth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated August 31, 2005, that certain Ninth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated October 31, 2005, that certain Tenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated March 27, 2006, that certain Eleventh Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated August 2, 2007, that certain Twelfth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan

and Security Agreement dated September 30, 2007, that certain Thirteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated December 20, 2007, that certain Fourteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated September 17, 2008, that certain Fifteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated October 14, 2008, that certain Sixteenth Amendment and Modification to Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated January 6, 2009, and as the same may hereafter be further amended, extended, supplemented or restated from time to time, the **“Second A&R Loan Agreement”**), pursuant to which Grantor and Grantee agreed to various modifications and amendments to the financial accommodations extended by Grantor to Grantee under the Loan Agreement and Second A&R Loan Agreement.

C. On September 9, 2009 Grantor and Grantee amended, restated and consolidated the Second A&R Loan Agreement, as evidenced by that certain Third Amended, Restated and Consolidated Loan and Security Agreement (**“Third A&R Loan Agreement”**), pursuant to which, *inter alia*, Grantor is continuing to extend loans and other financial accommodations to Grantor, including, without limitation, Revolving Loans up to the maximum amount of Twenty-Five Million Dollars (\$25,000,000.00) (the **“Loans”**).

D. In connection with the Third A&R Loan Agreement, Grantor and Grantee have agreed to amend and confirm the terms of the Memorandum to, *inter alia*, (i) specifically secure, without limitation, the Grantor’s obligations under the Loans, and (ii) specifically include, without limitation, certain new trademarks, patents and patent applications obtained by Grantor.

E. Capitalized terms used herein and not otherwise defined shall have the meanings provided for such terms in the Memorandum.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **New Trademarks. Exhibit “A”** to the Memorandum is hereby amended to specifically include, without limitation, each of the following:

<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>
BEACH POD	78/729736
RIO BRANDS	78/544848
CAPTURE THE SPIRIT	77/738016
ALOHA	77/738047
AMERICAN PATRIOT	77/384970
BIG KAHUNA	77/035953
EASY IN-EASY OUT	76/580426

2. **New Patents and Patent Applications. Exhibit “B”** to the Memorandum is hereby amended to specifically include, without limitation, each of the following:

<b>PATENT/APPLICATION TITLE</b>	<b>PATENT/APPLICATION NUMBER</b>
Folding backpack chair	D571,115
Wheeled folding chair	D571,113
Cooler stand	D569,131
Cooler stand	D568,636
Cooler stand	D568,067

Cooler stand	D568,066
Folding chair adjustment rack	D552,386
Tree mounted umbrella assembly and method of application	7,264,011
Cooler with sloped face	D548,491
Oval shaped cooler	D548,489
Armrest for a folding chair	D547,981
Collapsible kitchen table	11/305,627
Backpack chair structure with reinforced strapping	11/998,939
Elevated cooler having internally stored base	11/820,563
Cooler backpack	Not yet filed

3. **Ratification and Confirmation.** As amended hereby, all of the terms and conditions of the Memorandum, all documents in connection therewith and all liens, security interests, rights and remedies granted therein, remain in full force and effect and are hereby ratified, confirmed and continued as security for all obligations of Grantor to Grantee, including, without limitation, all obligations under and in connection with the Loans and all other obligations of Grantor to Grantee under the Third A&R Loan Agreement.

4. **Binding Effect.** This Amendment shall be binding upon the successors, assigns and personal representatives of Grantor and shall inure to the benefit of the successors and assigns of Grantee.

5. **Severability.** The provisions of this Amendment are deemed to be severable and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles.

7. **Headings.** The headings of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

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

**ALL-LUMINUM PRODUCTS, INC.**

By: \_\_\_\_\_  
Name/Title: Exec VP

Attest: \_\_\_\_\_  
Name/Title: Exec VP

(CORPORATE SEAL)

**WACHOVIA BANK, NATIONAL ASSOCIATION,  
formerly First Union National Bank, successor by  
merger to CoreStates Bank, N.A.**

By: \_\_\_\_\_  
John P. Brady, Director

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

**ALL-LUMINUM PRODUCTS, INC.**

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

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

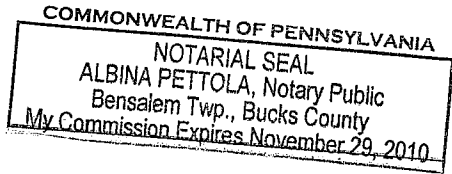
**WACHOVIA BANK, NATIONAL ASSOCIATION,  
formerly First Union National Bank, successor by  
merger to CoreStates Bank, N.A.**

By: John P. Brady  
John P. Brady, Director *MANAGING Director*

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Philadelphia : SS.

On this, the 8 day of September, 2009, before me, a Notary Public, personally appeared Ira Cohen who acknowledged himself to be the Exec VP of All-Luminum Products, Inc., and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Grantor himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Albina Pettola  
Notary Public  
My commission expires: 11/29/2010

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF \_\_\_\_\_ : SS.

On this, the \_\_\_\_ day of September, 2009, before me, a Notary Public, personally appeared John P. Brady who acknowledged himself to be a Director of **Wachovia Bank, National Association**, formerly First Union National Bank, successor by merger to CoreStates Bank, N.A., and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Grantee himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:



COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF \_\_\_\_\_ :

On this, the \_\_\_\_ day of September, 2009, before me, a Notary Public, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of All-Luminum Products, Inc., and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Grantor himself as such officer.

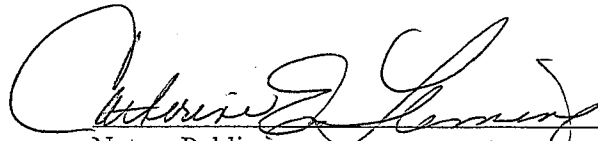
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

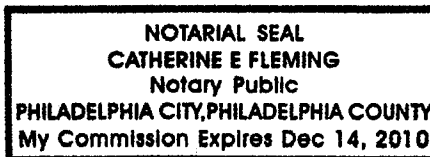
\_\_\_\_\_  
Notary Public  
My commission expires:

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF Philadelphia \_\_\_\_\_ :

On this, the 8<sup>th</sup> day of September, 2009, before me, a Notary Public, personally appeared John P. Brady who acknowledged himself to be a <sup>Managing Director</sup> Director of Wachovia Bank, National Association, formerly First Union National Bank, successor by merger to CoreStates Bank, N.A., and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Grantee himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 12/14/2010



**EXHIBIT A**

Copy of Memorandum

See Attached.