

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
Taylor Made Group, LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
Taylor Made Credit, LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
Taylor Made Glass Ohio, LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
Taylor Made Overseas, LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
Water Bonnet Mfg., LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
JWET Realty Corp.		10/16/2009	CORPORATION: DELAWARE
BMKJ Realty, Inc.		10/16/2009	CORPORATION: INDIANA
TMO Realty, LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sovereign Bank, as Agent
Street Address:	214 Carnegie Center
Internal Address:	Suite 302
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08540
Entity Type:	Federal Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	1554594	CLEAR CURVE
Registration Number:	1513629	TRAILERITE
Registration Number:	2317941	CROS CURVE

900145982

**TRADEMARK
 REEL: 004083 FRAME: 0344**

CH \$1065.00 1554594

Registration Number:	2004757	SPOILER
Registration Number:	1095679	TAYLOR MADE
Registration Number:	1071284	TAYLOR MADE
Registration Number:	2154051	MOOR 'N' STOR
Registration Number:	2060579	TAYLOR TUX
Registration Number:	2052114	TAYLOR TUX
Registration Number:	2213910	TAYLOR MADE SYSTEMS
Registration Number:	2208250	TAYLOR MADE PRODUCTS
Registration Number:	2258495	TAYLOR MADE CUSTOM PRODUCTS
Registration Number:	2306404	TAYLOR MADE GLASS
Registration Number:	2322914	TAYLOR MADE
Registration Number:	1069412	BOATOP
Registration Number:	1113536	HULL-GARD
Registration Number:	2245921	SPORTSHIELD
Registration Number:	2271872	TAYLOR TARP
Registration Number:	2273978	THE ULTIMATE COVER
Registration Number:	2317934	C MATE
Registration Number:	2287410	SUR-MOOR
Registration Number:	2756715	FASTBACK
Registration Number:	2743319	CLEAN CURVE
Registration Number:	2638732	BOATGUARD
Registration Number:	2710067	SURVIVOR
Registration Number:	2615316	RAINBREAKER
Registration Number:	2733190	RAINBREAKER
Registration Number:	2785857	LEGACY
Registration Number:	2995538	TAYLOR MADE ADMIRAL'S CLUB
Registration Number:	2967743	DOCKGARD
Registration Number:	2995566	DOCK PRO
Registration Number:	3105307	NO KNOT
Registration Number:	2987813	QUICK KNOT
Registration Number:	3046644	TRUE COLOR
Registration Number:	2864716	PERIMETER INDUSTRIES
Registration Number:	3545094	TAYLOR MADE
Registration Number:	3197735	CONSOLE CURVE
Registration Number:	3597002	STORM FRONT

Registration Number:	3585160	BEACON ISLAND
Serial Number:	77544423	WATER BONNET
Registration Number:	2441394	AMERITEX TECHNOLOGIES
Registration Number:	0840789	WATER BONNET INC. BOAT TOPS WINDSHIELDS

CORRESPONDENCE DATA

Fax Number: (617)316-8263
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	224658-2
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grand/
Date:	10/22/2009

Total Attachments: 39
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AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement"), dated as of October 16, 2009, is by and among each of the debtors listed on the signature pages hereof and those additional entities that hereafter become debtors hereunder by executing a joinder substantially in the form of Exhibit A hereto (each a "Debtor" and collectively, the "Debtors"), and Sovereign Bank, having an address at 214 Carnegie Center, Princeton, New Jersey 08540, individually and as Agent (the "Agent") for the Secured Parties (as defined below).

WITNESSETH:

WHEREAS, each Debtor is a borrower or a guarantor under the terms of a Fifth Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Taylor Made Group, LLC, a Delaware limited liability company ("Taylor Group"), Taylor Made Credit, LLC, a Delaware limited liability company ("Taylor Credit"), certain entities under common control with Taylor Credit (collectively with Taylor Group and Taylor Credit, the "Borrowers"), as joint and several borrowers, Taylor Made Group Holdings, Inc., a New York corporation (formerly known as Taylor Made Group, Inc., "Parent"), the lenders from time to time party thereto (the "Lenders" and together with the Agent, the "Secured Parties") and the Agent, pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to make certain Loans (as defined in the Credit Agreement) to the Borrowers and the Issuing Lender (as defined in the Credit Agreement) agreed, subject to the terms and conditions set forth therein, to issue Letters of Credit (as defined in the Credit Agreement) for the account of the Borrowers;

WHEREAS, certain Affiliates of the Borrowers (the "Guarantors" and collectively with the Borrowers, the "Credit Parties") may hereafter guarantee the Secured Obligations (described in Section 3 hereof) of the Borrowers under the Credit Agreement pursuant to one or more Guarantees to be entered into by such Guarantors as provided in the Credit Agreement;

WHEREAS, certain Affiliates of Parent (the "Realty Guarantors") may hereafter guarantee the Secured Obligations (described in Section 3 hereof) of the Borrowers under the Credit Agreement pursuant to one or more Guarantees to be entered into by such Realty Guarantors as provided in the Credit Agreement;

WHEREAS, the obligations of the Secured Parties to enter into the Credit Agreement, of the Lenders to make the Loans and of the Issuing Lender to issue the Letters of Credit are subject to the condition, among others, that each Debtor shall execute and deliver this Agreement and grant the security interest hereinafter described;

NOW THEREFORE, in consideration of the willingness of the Secured Parties to enter into the Credit Agreement and of the Lenders to agree, subject to the terms and conditions set forth therein, to make the Loans and of the Issuing Lender, subject to the terms and conditions set forth therein, to issue the Letters of Credit to the Borrowers pursuant thereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed, with the intent to be legally bound, as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given them in the Credit Agreement. Further, unless otherwise defined herein, terms defined in Articles 8 and 9 of the Uniform Commercial Code as enacted and amended, and in effect from time to time in the Commonwealth of Massachusetts (the "UCC") are used in

this Agreement as such terms are defined in such Article 8 or 9 (including without limitation, Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Electronic Chattel Paper, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Proceeds and Supporting Obligations).

2. Security Interest. As security for the due and punctual payment and performance of the Secured Obligations described in Section 3 hereof, each Debtor hereby grants to the Agent for itself and for the benefit of the other Secured Parties a security interest in and lien on all of such Debtor's right, title and interest in and to all tangible and intangible property and Fixtures of such Debtor, whether now owned or existing or hereafter acquired or arising, together with any and all additions thereto and replacements therefor and Proceeds and products thereof (collectively referred to as the "Collateral"), including without limitation, the property described below:

- (a) all Accounts;
- (b) all cash and cash equivalents;
- (c) all Chattel Paper;
- (d) all Commercial Tort Claims (including without limitation, the Commercial Tort Claims set forth on the respective Perfection Certificate of each Debtor), and all rights under that certain infringement action against Ameritex Technologies, Inc. and Donald A. Zirkelbach in a case pending in the United States District Court, District of South Carolina, Charleston Division (CA No. 2:03 263 12);
- (e) all Deposit Accounts;
- (f) all Documents;
- (g) all Electronic Chattel Paper;
- (h) all Equipment;
- (i) all Fixtures;
- (j) all General Intangibles;
- (k) all Goods;
- (l) all Patents;
- (m) all Trademarks;
- (n) all Copyrights;
- (o) all websites (including without limitation, all content (including without limitation, all elements of each website and all materials published on each website), HTML documents, audiovisual material, software, data, Copyrights, Trademarks, and Patents relating to such websites) owned by or assigned to such Debtor and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use websites owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule V hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due

and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) any other rights corresponding thereto throughout the world (collectively, the “Websites”);

(p) all domain names owned by or assigned to such Debtor and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use domain names owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule V hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) any other rights corresponding thereto throughout the world (collectively, the “Domain Names”);

(q) all Instruments;

(r) all Inventory;

(s) all Investment Property;

(t) all Letter-of-Credit Rights;

(u) all books and records pertaining to any of the Collateral;

(v) all rights under contracts, agreements, authorizations, permits, consents, orders, licenses, franchises and leases;

(w) the entire goodwill of such Debtor’s business and other General Intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, methods, procedures and formulae) connected with the use of and symbolized by any Patents, Trademarks, Copyrights, Websites or Domain Names of such Debtor;

(x) any other intellectual property of such Debtor;

(y) all rights under all present and future leases of real and personal property;

(z) all other tangible or intangible personal property not otherwise described above;

and

(aa) all accessions to, substitutions for and replacements, Proceeds, Supporting Obligations and products of any of the foregoing and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage or otherwise in respect of any of the foregoing.

Notwithstanding the foregoing, and with respect to the grant of security interests and liens hereunder only, the term “Collateral” shall not include, and the Debtors shall not be deemed to have granted a security interest in (collectively, “Excluded Property”) (i) any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed) to the extent, but only to the extent, that a grant of a security interest therein constitutes or results in the abandonment, invalidation or unenforceability of any right, title or interest of the applicable Debtor in such property and then only to the extent that any law, rule or regulation or contractual provision giving rise to such abandonment, invalidation or unenforceability would not be rendered ineffective pursuant to Sections 9-

406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law, including without limitation, any bankruptcy or insolvency law, or principles of equity, and (ii) any license or permit from any governmental authority or any of the Debtors' rights or interests in any contract or agreement to which any such Debtor is a party, in each case, to the extent, but only to the extent, that the terms of any such license, permit, contract or agreement expressly prohibit the granting of a lien or an assignment by such Debtor with respect to such license, permit, contract or agreement and then only to the extent that (A) any necessary consent to such grant or assignment shall have not been obtained and (B) the terms of any such license, permit, contract or agreement are not rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law, including without limitation, any bankruptcy or insolvency law, or principles of equity; *provided, however*, that (x) immediately and automatically upon the ineffectiveness, lapse, cessation or termination of any provision of any contract, agreement, indenture, permit, license, any law or any condition or circumstance, the existence of which caused any asset or property to constitute "Excluded Property" hereunder, such asset or property shall no longer constitute "Excluded Property" hereunder and the Collateral shall include, and the applicable Debtor shall be deemed to have granted a security interest in and lien on, all such Debtor's rights and interests in such asset or property as if such provision, law, condition or circumstance had never been in effect, (y) "Excluded Property" shall in no event include, and the Debtors shall be deemed to have granted to the Collateral Agent a security interest in and lien on, any Account, account receivable, money or other amounts due or to become due to the Debtors under any license, permit, contract or agreement referred to in clause (ii) above and (z) "Excluded Property" shall in no event include, and the Debtors shall be deemed to have granted to the Collateral Agent a security interest in and lien on, any and all proceeds from the sale or other disposition of Excluded Property.

3. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Debtors (herein called the "Secured Obligations"):

- (a) the Obligations;
- (b) the Realty Guarantor Obligations;
- (c) the obligations of the US Borrowers under the JWET Loan Documents;

(d) any and all other obligations and indebtedness of any of the Credit Parties to the Secured Parties or any of them, whether direct or indirect, absolute or contingent, due or to become due or now existing or hereafter arising or incurred under the Credit Agreement, any other Loan Document, all as amended from time to time, including, without limitation, any and all Reimbursement Obligations, and any and all other fees, premiums or penalties; and

(e) any and all obligations and indebtedness of any of the Credit Parties to the Agent or any Secured Party arising from or related to cash management services, including the automatic clearing house transfer of funds by the Agent or any Secured Party for the account of any Credit Party pursuant to an agreement or overdraft.

4. Perfection Certificate. Each of the Debtors has delivered to the Agent a Perfection Certificate in the form appended to the Credit Agreement as Exhibit E-2. Each Debtor represents that the completed Perfection Certificate delivered to the Agent is true and correct in all material respects and the facts contained in such certificate are accurate in all material respects. Each Debtor shall promptly supplement the Perfection Certificate after obtaining information which would require a correction or addition to the Perfection Certificate.

5. Special Warranties and Covenants of the Debtors. Each Debtor hereby warrants and covenants to the Secured Parties that:

(a) The Perfection Certificate for each Debtor, as supplemented or amended from time to time, accurately sets forth the following information for such Debtor: (i) the exact legal name of such Debtor; (ii) the type of organization of such Debtor; (iii) the jurisdiction of organization of such Debtor; (iv) the organizational identification number of such Debtor or, if the Debtor does not have an organizational number, a statement that the Debtor has none; and (v) the chief executive office, any additional places of business, and the current locations of all Collateral of such Debtor. No Debtor will change its type of organization, jurisdiction of organization, or other legal structure unless (x) such change is permitted by the Credit Agreement, (y) thirty (30) days' prior written notice of such change has been given to the Agent and (z) all steps deemed necessary by the Agent to maintain its First Priority Lien in the Collateral have been taken prior to such change. No Debtor will change its chief executive office, any other place of business, or the location of any Collateral from the locations set forth in the respective Perfection Certificate for such Debtor, or make any change in such Debtor's name or mailing address or organizational identification number if it has one, or conduct the Debtor's business operations under any fictitious business name or trade name, without, in any such case, at least thirty (30) days' prior written notice to the Agent. If any Debtor does not have an organizational identification number and later obtains one, such Debtor will forthwith notify the Agent of such organizational identification number.

(b) Except for the security interest created hereunder and as otherwise expressly disclosed in or permitted by the Credit Agreement, each Debtor is the owner of its Collateral free from any lien, security interest or encumbrance and each Debtor will defend its Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, except as permitted by the Credit Agreement. No Debtor holds any commercial tort claims, as defined in Article 9 of the UCC, except as indicated on the respective Perfection Certificate. If any of the Debtors shall at any time acquire a commercial tort claim, such Debtor shall immediately notify the Agent in a writing signed by such Debtor of the brief details thereof and grant to the Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Agent.

(c) Except as permitted by the Credit Agreement or otherwise consented to in writing by the Secured Parties, no Debtor will sell or otherwise dispose of any Collateral or any interest therein nor will any Debtor create, incur or permit to exist any mortgage, lien, charge, encumbrance or security interest whatsoever with respect to any Collateral.

(d) Except for Collateral that is obsolete or no longer used in the Debtors' businesses, the Debtors will keep the Collateral in good order and repair (normal wear excepted) and adequately insured at all times in accordance with the provisions of the Credit Agreement. The Debtors will pay promptly when due all taxes and assessments on the Collateral or for its use or operation, except for taxes and assessments permitted to be contested as provided in the Credit Agreement. Following the occurrence and during the continuance of an Event of Default, the Agent may at its option discharge any taxes, liens, security interests or other encumbrances to which any Collateral is at any time subject (other than those permitted by the Credit Agreement), and may, upon the failure of the Debtors to do so in accordance with the Credit Agreement, purchase insurance on any Collateral and pay for the repair, maintenance or preservation thereof, and each Debtor agrees to reimburse the Agent on demand for any payments or expenses incurred by the Agent or the other Secured Parties pursuant to the foregoing authorization and any unreimbursed amounts shall constitute Secured Obligations for all purposes hereof.

(e) No consent of any third party is required for any transfer by a Debtor to the Agent, or from the Agent to any third party of any Collateral following an Event of Default.

(f) To the extent, if any, that such Debtor's signature is required therefor, each Debtor will promptly execute and deliver to the Agent such financing statements and amendments thereto, certificates and other documents or instruments as may be necessary to enable the Agent to perfect or from time to time renew the security interest granted hereby, including, without limitation, such financing statements and amendments thereto, certificates and other documents as may be necessary to perfect a security interest in any additional Collateral hereafter acquired by such Debtor or in any replacements or proceeds thereof. Each Debtor authorizes and appoints the Agent, in case of need, to execute, as applicable, and file such financing statements, certificates and other documents pertaining to the Secured Parties' security interest in the Collateral in its stead if such Debtor fails to so execute or file such documents, with full power of substitution, as such Debtor's attorney in fact. The Agent may from time to time request and each Debtor shall deliver copies of all customer lists and vendor lists. Each Debtor further agrees that a carbon, photographic or other reproduction of a security agreement or financing statement is sufficient as a financing statement under this Agreement.

(g) Each Debtor hereby irrevocably authorizes the Agent, at any time and from time to time, to file in any jurisdiction financing statements and amendments thereto that (i) indicate the Collateral (x) as all assets of such Debtor or words of similar effect, regardless of whether any particular asset falls within the scope of Article 9 of the UCC or such other jurisdiction or (y) as being of an equal or lesser scope or with greater detail and (ii) which contain any other information required by Article 9 of the UCC (including Part 5 thereof) for the sufficiency or filing office acceptance of any financing statement or amendment, including whether (A) any Debtor is an organization, the type of organization and any organization identification number issued to such Debtor and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. The Debtors agree to furnish any such information to the Agent promptly upon request. Each Debtor also ratifies its authorization for the Agent to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

(h) Each Debtor agrees that it will join with the Agent in executing or authorizing and, at its own expense, will file and refile, or permit the Agent to file and refile such financing statements, continuation statements and other documents (including, without limitation, this Agreement and licenses to use software and other property protected by copyright), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices, and the United States Copyright Office), as the Agent may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Agent hereunder.

(i) The records concerning all accounts, accounts receivable and other intangible Collateral of each Debtor are and will be kept (and all billing and collection activities conducted by each such Debtor will at all times take place) at the address shown in the respective Perfection Certificate pertaining to such Debtor as the chief executive office of such Debtor or as otherwise set forth in the Perfection Certificate.

(j) Schedules II, III, IV and V hereto, respectively, are true, correct and complete lists as of the date hereof of all Patents, Trademarks, Copyrights and Websites and Domain Names owned by the Debtors.

(k) The Debtors are the sole and exclusive owners of the Websites and Domain Names listed on Schedule V hereto and have registered such domain names with the organizations set forth in Schedule V or the applicable authority which provides for the exclusive use by the Debtors of such domain names. The websites do not contain any material, the publication of which may result in (1)

the violation of rights of any person or (2) a right of any person against the publisher or distributor of such material.

(l) The domain name servers used in connection with the Debtors' domain names are set forth on Schedule VI hereto. Such domain name servers are controlled by the companies set forth on Schedule VI hereto and located at the locations set forth on Schedule VI hereto. No Debtor will change such domain name servers without 30 days' prior notice to the Agent, provided, however, that the locations of such domain name servers shall not be changed.

(m) The administrative contacts used in connection with the registration of the Debtors' domain names are set forth on Schedule VI hereto. No Debtor will cause a change in the identity of such administrative contacts without thirty (30) days' prior notice to the Agent.]

(n) The Debtors shall, within fifteen (15) days after the end of each calendar quarter, provide written notice to the Agent of all applications for registration of Patents, Trademarks, Copyrights, or Websites and Domain Names, to the extent such applications exist, made during the preceding calendar quarter. The Debtors shall file and prosecute diligently all applications for Patents, Trademarks or Copyrights now or hereafter pending that would be necessary to the businesses of the Debtors to which any such applications pertain, and to do all acts necessary to preserve and maintain all rights in such Patents, Trademarks or Copyrights unless such Patents, Trademarks or Copyrights are not material to the Debtors' business, as reasonably determined by the Debtors consistent with prudent and commercially reasonable business practices. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Debtors. Except in accordance with prudent and commercially reasonable business practices, the Debtors shall not abandon any right to file a Patent, Trademark or Copyright application or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright, in each case material to its business, without the consent of the Agent, or permit to lapse or become abandoned, settle or compromise any pending or future litigation or proceeding with respect to any of the foregoing without the consent of the Agent.

(o) Each Debtor has made and will continue to make all necessary filings and recordations from time to time and use appropriate statutory notice to protect its interests in the Collateral, including, without limitation, registration of its Websites and Domain Names with the appropriate domain name registrars and the appropriate recordations of its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices wherever it does business using such Patents and Trademarks throughout the world and its claims to Copyrights in the United States Copyright Office, and as otherwise requested from time to time by the Agent, but in any event all in a manner consistent with prudent and commercially reasonable business practices.

(p) Each Debtor will, promptly following its becoming aware thereof, notify the Agent of (i) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to such Debtor's business; or (ii) any written claim received, the institution of any proceeding or any materially adverse determination in any federal, state, local or foreign court or administrative bodies regarding such Debtor's claim of ownership in or right to use any of the Collateral, its right to register any of the Collateral, or its right to keep and maintain such registration in full force and effect.

(q) Each Debtor will furnish to the Agent from time to time statements and amended schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Agent may from time to time reasonably request, all in reasonable detail.

(r) Without in any way limiting the obligation of the Debtors to obtain the consent of the Secured Parties to the opening of any deposit account in accordance with the Credit Agreement, prior to establishing any deposit account with any institution other than the Agent, each Debtor will execute and deliver, and cause any such institution to execute and deliver, to the Agent a Blocked Account Agreement, or if such account is a Lock Box Account, a Lock Box Agreement, with respect to such deposit account in form and substance reasonably satisfactory to the Agent and take, or cause to be taken, any other actions deemed necessary by the Agent to obtain "control" of such deposit account (as such term is defined in Section 9-104 of the UCC).

(s) If any Debtor is, now or at any time hereafter, a beneficiary under a letter of credit now or hereafter issued in favor of such Debtor, such Debtor shall promptly notify the Agent thereof and, at the request and option of the Agent, such Debtor shall, pursuant to an agreement in form and substance satisfactory to the Agent, either (i) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Agent for itself and the benefit of the other Secured Parties of the proceeds of any drawing under the letter of credit or (ii) arrange for the Agent to become the transferee beneficiary of the letter of credit, with the Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in the Credit Agreement. In addition, if requested by the Agent, such Debtor shall deliver such letter of credit to the Agent.

(t) To the extent any Debtor shall, now or at any time hereafter, hold or acquire any promissory note or other instrument or tangible chattel paper, such Debtor will promptly notify the Agent thereof and, at the request and option of the Agent, such Debtor will deliver such promissory note or other instrument or tangible chattel paper to the Agent to be held as Collateral hereunder, together with an endorsement thereof reasonably satisfactory in form and substance to the Agent.

(u) If, now or at any time hereafter, any Collateral of the Debtor is in the possession of a bailee, such Debtor will promptly notify the Agent thereof, and, at the request and option of the Agent, such Debtor shall take or cause to be taken such steps as the Agent may reasonably request for the Agent to obtain an acknowledgment, in form and substance satisfactory to the Agent, of any bailee having possession of any of the Collateral that it holds such Collateral for the Agent.

(v) If, now or at any time hereafter, any Debtor shall obtain or hold any Investment Property or Electronic Chattel Paper, such Debtor will promptly notify the Agent thereof and, at the request and option of the Agent, such Debtor will take or cause to be taken such steps as the Agent may reasonably request for the Agent to obtain "control" (as provided in Sections 9-105 and 9-106 of the UCC) of such Collateral.

(w) The Debtors shall at any time and from time to time execute and deliver, or cause to be executed and delivered, such other agreements, instruments, certificates and documents and take, or cause to be taken, such other action as the Agent may reasonably request to insure the continued protection, perfection and priority of the Agent's security interest in any of the Collateral.

6. Fixtures, etc. It is the intention of the parties hereto that (except for Collateral located on real estate owned in fee simple by any Debtor that has been mortgaged to the Agent pursuant to a Mortgage) none of the Collateral shall become fixtures and each Debtor will take all such reasonable action or actions as may be necessary to prevent any of the Collateral from becoming fixtures. Without limiting the generality of the foregoing, each Debtor will, if requested by the Agent, use commercially reasonable efforts to obtain waivers of Liens in form satisfactory to the Agent, from each lessor of Material Leasehold Property on which any of the Collateral is or is to be located to the extent requested by the Agent.

7. Events of Default. The Debtors shall be in default under this Agreement upon the happening of any Event of Default, as defined in the Credit Agreement (herein called an “Event of Default”).

8. Rights and Remedies of Secured Parties. Upon the occurrence and during the continuance of any Event of Default, the Secured Parties shall have the following rights and remedies:

(a) All rights and remedies provided by law, including, without limitation, those provided by the UCC;

(b) All rights and remedies provided in this Agreement; and

(c) All rights and remedies provided in the Credit Agreement, the Loan Documents, the JWET Loan Documents, or in any other agreement, document or instrument pertaining to the Secured Obligations.

9. Royalty Free License. If at any time the Agent has the right to dispose of any of the Collateral which is subject to a Patent, Trademark or Copyright which any of the Debtors own or control through a license or otherwise, such Debtor grants to the Secured Parties a royalty free license (to the extent such rights are assignable) to use any such Patent, Trademark or Copyright, in addition to the grant of any security interest granted to the Secured Parties in such Patent, Trademark or Copyright to dispose of any such Collateral. Such royalty free license shall extend to any person or persons purchasing such Collateral from the Secured Parties.

10. Right of Agent to Dispose of Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the UCC or other applicable law, the Agent shall have the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Agent may require the Debtors to make the Collateral (to the extent the same is moveable) available to the Agent at a place to be designated by the Agent which is reasonably convenient to both parties or transfer any information related to the Collateral to the Agent by electronic medium. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Agent will give the Debtors at least ten (10) days’ prior written notice in accordance with Section 20 hereof of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the UCC) that reasonable notification be given of the time and place of such sale or other disposition. The Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

11. Credit Agreement. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Agent. In the event that any provision of this Agreement is in conflict with the terms of the Credit Agreement, the Credit Agreement shall control. Unless the context shall otherwise clearly indicate, the terms “Secured Party” and “Secured Parties” as used herein shall be deemed to include the Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term “Agent” as used herein shall include Sovereign Bank, or any other Person acting as Agent for the Secured Parties pursuant to the terms of the Credit Agreement.

12. Right of Agent to Use and Operate Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Agent shall have the right and power to (a) take possession of all or any part of the Collateral, and to exclude the Debtors and all persons claiming under the Debtors wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same and (b) grant a license to use, or cause to be granted a license to use, any or all of the Patents, Trademarks, Copyrights and Websites and Domain Names (in the case of Trademarks, along with the goodwill associated therewith, and in the case of Trademark licenses, subject to the quality control provisions of the original licenses) or any part thereof, in each case free of all rights and claims of the Debtors therein and thereto. Upon any such taking of possession, the Agent may, from time to time, at the expense of the Debtors, make all such repairs, replacements, alterations, additions and improvements to and of the Collateral as the Agent may reasonably deem proper. In any such case the Agent shall have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of the Debtors in respect thereto as the Agent shall reasonably deem best, including the right to enter into any and all such agreements with respect to the operation of the Collateral or any part thereof as the Agent may reasonably see fit; and the Agent shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Agent may be required or may reasonably elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Agent may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such rents, issues, profits, fees, revenues and other income shall be applied as provided in Section 15.

13. Dispositions from Deposit Accounts. The Agent shall have the right at any time or times to give any depository bank which is party to a Lock Box Agreement or Blocked Account Agreement instructions as to the withdrawal, transfer or other disposition of any funds in any deposit accounts of the Debtors subject thereto, without the consent of the Debtors, and may apply all sums withdrawn from such deposit accounts to the payment of the Secured Obligations in accordance with the terms of the Credit Agreement. In addition, to the extent that the Debtors have any withdrawal rights under the terms of a Blocked Account Agreement with respect to the deposit accounts covered thereby after the execution and delivery thereof, upon the occurrence and during the continuance of any Event of Default, the Agent may instruct the depository bank under such Blocked Account Agreement to terminate such withdrawal rights of the Debtors. The Debtors constitute and appoint irrevocably the Agent their true and lawful attorney, with full power of substitution, without limitation, to demand, collect, receive and sue for all amounts which may become due and payable under the deposit accounts subject to any Lock Box Agreement or Blocked Account Agreement, and to execute all withdrawal receipts or other orders for the Debtors, in the Agent's own name or in the name of the Debtors or otherwise, which the Agent deems necessary or appropriate to protect and preserve its right, title and interest in such deposit accounts.

14. Collection of Accounts Receivable, etc. (a) On or before the Closing Date, each of the Debtors shall (i) direct all of its account debtors to make all payments on such Debtor's accounts receivable directly to the Lock Boxes with one or more financial institutions reasonably acceptable to, and in the name and under control of, the Agent, (ii) establish Lock Box Accounts in the Agent's name for the benefit of each Debtor with financial institutions reasonably acceptable to the Agent, into which all payments received in the Lock Boxes shall be deposited, and into which each Debtor will immediately deposit all payments made for services sold or rendered by such Debtor and received by it in the identical form in which such payments were made, whether by cash or check, and (iii) cause each Credit Party, any Affiliate of a Credit Party, and any other Person acting for or in concert with a Credit Party that receives any monies, checks, notes, drafts or other payments relating to or as proceeds of accounts receivable or

other Collateral, to receive and hold such items in trust for, and subject to Liens in favor of the Agent and, immediately upon receipt thereof, shall remit the same (or cause the same to be remitted) in hand to the Lock Box Accounts.

(b) On or before the Closing Date, each Debtor shall cause each financial institution with which a Lock Box and Lock Box Account has been established to enter into a Lock Box Agreement on terms reasonably satisfactory to the Agent, confirming that the amounts on deposit in such Lock Box and Lock Box Account are subject to Liens in favor of the Agent, that such financial institution has no right to setoff against such Lock Box or Lock Box Account or against any other account maintained by such financial institution into which the contents of such Lock Box Account are transferred, and that such financial institution shall wire, or otherwise transfer in immediately available funds in a manner reasonably satisfactory to the Agent, funds deposited in the Lock Box Account on a daily basis as such funds are collected.

(c) The Debtors agree to pay all reasonable fees, costs and expenses which the Debtors incur in connection with opening and maintaining a Lock Box and Lock Box Account. All of such fees, costs and expenses which remain unpaid pursuant to any Lock Box or Lock Box Account Agreement with the Debtors, to the extent same shall have been paid by the Agent hereunder, shall constitute Loans under the Credit Agreement, shall be payable to the Agent by the Debtors upon demand, and, until paid, shall bear interest at the highest rate then applicable to Loans thereunder. All checks, drafts, instruments and other items of payment or proceeds of Collateral delivered to the Agent in kind shall be endorsed by the requisite Debtor, to the Agent, and, if that endorsement of any such item shall not be made for any reason, the Agent is hereby irrevocably authorized to endorse the same on such Debtor's behalf. For the purpose of this Section 14(c), each Debtor irrevocably hereby makes, constitutes and appoints the Agent (and all Persons designated by the Agent for that purpose) as such Debtor's true and lawful attorney and agent-in-fact (i) to endorse such Debtor's name upon said items of payment and/or proceeds of Collateral of the Debtors and upon any chattel paper, document, instrument, invoice or similar document or agreement relating to any account receivable of a Debtor or goods pertaining thereto; (ii) to take control in any manner of any item of payment or proceeds thereof; (iii) to have access to any Lock Box or other postal box into which any of the Debtors' mail is deposited; and (iv) open and process all mail addressed to any Debtor and deposited therein.

(d) The Agent may, at any time and from time to time after the occurrence and during the continuance of an Event of Default, whether before or after notification to any account debtor and whether before or after the maturity of any of the Secured Obligations, (i) enforce collection of any of the Debtors' accounts receivable or contract rights by suit or otherwise; (ii) exercise all of the Debtors' rights and remedies with respect to proceedings brought to collect any accounts receivable; (iii) surrender, release or exchange all or any part of any accounts receivable of the Debtors, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder; (iv) sell or assign any account receivable of any of the Debtors upon such terms, for such amount and at such time or times as the Agent reasonably deems advisable; (v) prepare, file and sign the requisite Debtor's name on any proof of claim in bankruptcy or other similar document against any account debtor indebted on an account receivable of such Debtor; and (vi) do all other acts and things which are necessary, in the Agent's reasonable discretion, to fulfill each Debtor's performance of the Secured Obligations and to allow the Agent to collect the accounts receivable. In addition to any other provision hereof or in any of the other Loan Documents, the Agent may at any time on or after the occurrence of an Event of Default, at the Debtors' sole expense, notify any parties obligated on any of the accounts receivable of the Debtors to make payment directly to the Agent of any amounts due or to become due thereunder.

15. Proceeds of Collateral. After deducting all reasonable costs and expenses of collection, storage, custody, sale or other disposition and delivery (including legal costs and reasonable attorneys'

fees) and all reasonable other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations by the Agent in accordance with the terms of the Credit Agreement and any surplus shall be returned to the Debtors or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtors). By way of enlargement and not by way of limitation of the rights of the Agent under applicable law or the Credit Agreement or Security Documents, the Agent shall allocate the proceeds of the Collateral to the Secured Obligations (including without limitation, the Loans) in accordance with the terms of the Credit Agreement. In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtors will be liable for the deficiency, together with interest thereon at the maximum rate provided in the Credit Agreement, and the reasonable cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable attorneys' fees, expenses and disbursements.

16. Waivers, etc. Each Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein or in the other Loan Documents, all other demands and notices in connection with this Agreement or the enforcement of the Secured Parties' rights hereunder or in connection with any Secured Obligations or any Collateral; consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtors or to any account debtor in respect of any account receivable or to any other third party, or substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Agent or the Secured Parties in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. EACH DEBTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, UNDER THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL MAY BE LOCATED, OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, TO NOTICE (OTHER THAN ANY REQUIREMENT OF NOTICE PROVIDED HEREIN) OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS AGREEMENT TO THE AGENT OR THE SECURED PARTIES AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE FOREGOING PROVISIONS HEREOF ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. Each Debtor's waivers under this section have been made voluntarily, intelligently and knowingly and after such Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

17. Termination; Assignment, etc. When all the Secured Obligations have been paid in full and have been terminated and the commitments of the Lenders to make any Loan under the Credit Agreement have terminated or expired and no Letters of Credit remain outstanding (or if outstanding, have been cash collateralized to the satisfaction of the Agent), this Agreement and the security interest in the Collateral created hereby shall terminate. In such event, the Agent agrees to execute appropriate releases of liens on the Collateral upon the request of the Debtors and at the Debtors' expense. No waiver by the Agent or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment of part or all of the Secured Obligations by any Secured Party, each such Secured Party may assign or transfer its respective rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of the Secured Party hereunder.

18. Reinstatement. Notwithstanding the provisions of Section 17, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Agent in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any of the Borrowers, any other Credit Party or upon the appointment of any intervener or conservator of, or trustee or similar official for, the Debtors or Borrowers, any other Credit Party or any substantial part of any of their properties, or otherwise, all as though such payments had not been made.

19. Governmental Approval. Prior to or, where permitted, upon the exercise by the Agent of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, each Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that such Debtor may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

20. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of the Credit Agreement.

21. Joinder. Any other Person (including any new Subsidiary of any Credit Party that is required to become a party to this Agreement pursuant to Section 5.20 of the Credit Agreement) may become a party hereto by executing and delivering to the Agent a Joinder hereto substantially in the form of Exhibit A hereto and upon the execution and delivery of such Joinder to the Agent shall become a Debtor hereunder and shall become bound by the terms and provisions hereof with the same force and effect as if originally named a Debtor herein. The obligations of each Debtor hereunder shall remain in full force and effect notwithstanding the addition of any new Debtor hereunder.

22. Amendment. No provision of this Agreement may be changed, modified, amended, restated, waived, supplemented, discharged, canceled or terminated orally or by any course of dealing or in any other manner other than by a written agreement signed by the Agent and the Debtors.

23. Entire Agreement. Except as set forth in this section, this Agreement amends and restates in its entirety that certain Amended and Restated Security Agreement dated as of September 10, 2004, by and among certain of the Debtors and the Agent (the "Prior Security Agreement"). This Agreement and the other Loan Documents to which each Debtor is a party constitute the entire agreement between the Debtors, the Agent and the other Secured Parties with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings, if any, relating to the subject matter hereof or thereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing signed by the parties hereto. Each party hereto acknowledges that it has been advised by counsel in connection with the negotiation and execution of this Agreement and is not relying upon oral representations or statements inconsistent with the terms and provisions hereof. Notwithstanding anything to the contrary in the first sentence of this section, the provisions of the Prior Security Agreement shall remain in effect in respect of Parent so long as Parent owns any assets other than the equity interests set forth in Schedule 3.2 of the Credit Agreement.

24. Survival. It is the express intention and agreement of the parties hereto that all covenants, representations, warranties and waivers and indemnities made by the Debtors herein shall survive the execution, delivery and termination of this Agreement until all Secured Obligations are performed in full and terminated and the Commitments of the Lenders to make any Loan under the Credit Agreement have terminated or expired and no Letters of Credit remain outstanding or, if outstanding, have been cash collateralized to the satisfaction of the Agent.

25. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the Secured Parties and be binding upon the Agent and each Debtor and their respective successors and assigns. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The term "Secured Parties" shall be deemed to include any other holder or holders of any of the Secured Obligations. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.


26. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. Each Debtor, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in the Commonwealth of Massachusetts and consents to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of the Secured Obligations or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. Each Debtor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in Section 20 hereof or as otherwise provided under the laws of the Commonwealth of Massachusetts. Nothing in this Agreement shall affect any right the Agent or any Secured Party may otherwise have to bring an action or proceeding relating to this Agreement against any Debtor or its properties in the courts of any jurisdiction. EACH DEBTOR IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST SUCH DEBTOR IN RESPECT OF ITS OBLIGATIONS HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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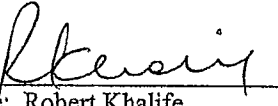
IN WITNESS WHEREOF, the parties have executed this Amended and Restated Security Agreement as a sealed instrument as of the date first above written.

DEBTORS:

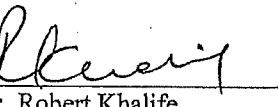
TAYLOR MADE GROUP, LLC

By: 
Name: Robert Khalife
Title: Vice President - Finance

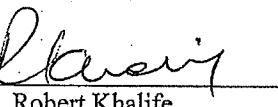
TAYLOR MADE CREDIT, LLC

By: 
Name: Robert Khalife
Title: Vice President - Finance

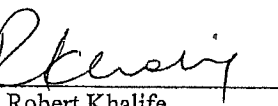
TAYLOR MADE GLASS OHIO, LLC

By: 
Name: Robert Khalife
Title: Vice President - Finance

TAYLOR MADE OVERSEAS, LLC

By: 
Name: Robert Khalife
Title: Vice President - Finance

WATER BONNET MFG., LLC

By: 
Name: Robert Khalife
Title: Vice President - Finance

JWET REALTY CORP.

By: Robert Khalife
Name: Robert Khalife
Title: Vice President - Finance

BMKJ REALTY, INC.

By: Robert Khalife
Name: Robert Khalife
Title: Vice President - Finance

TMO REALTY, LLC

By: Robert Khalife
Name: Robert Khalife
Title: Vice President - Finance

AGENT:

SOVEREIGN BANK, as Agent

By:

Name:

Title:



Heron Holler

Vice President

(Amended and Restated Security Agreement)

TRADEMARK

REEL: 004083 FRAME: 0364

JOINDER, dated as of _____, _____, made by _____, a _____ (the "Additional Debtor"), in favor of Sovereign Bank, as Agent (in such capacity, the "Agent") for the Secured Parties. All capitalized terms not defined herein shall have the meaning ascribed to them in the Security Agreement referred to below.

W I T N E S S E T H:

WHEREAS, Taylor Made Group, LLC, a Delaware limited liability company ("Taylor Group"), Taylor Made Credit, LLC, a Delaware limited liability company ("Taylor Credit"), and certain entities under common control with Taylor Credit (collectively with Taylor Group and Taylor Credit, the "Borrowers" and each individually a "Borrower") have entered into a Fifth Amended and Restated Credit Agreement dated as of October [___], 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrowers, the lenders from time to time party thereto (the "Lenders") and the Agent, pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to make certain Loans to the Borrowers and the Issuing Lender agreed, subject to the terms and conditions set forth therein, to issue Letters of Credit for the account of the Borrowers;

WHEREAS, in connection with the Credit Agreement, certain Debtors party thereto (other than the Additional Debtor) have entered into the Amended and Restated Security Agreement, dated as of October [___], 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Debtor to become a party to the Security Agreement; and

WHEREAS, the Additional Debtor has agreed to execute and deliver this Joinder in order to become a party to the Security Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Security Agreement. By executing and delivering this Joinder, the Additional Debtor, as provided in Section 21 of the Security Agreement, hereby becomes a party to the Security Agreement as a Debtor thereunder with the same force and effect as if originally named therein as a Debtor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Debtor thereunder. The information set forth in Annex 1 hereto is hereby added to the information set forth in Schedules II, III, IV, V & VI to the Security Agreement. The Additional Debtor hereby represents and warrants that each of the representations and warranties contained in the Security Agreement (i) that are qualified by materiality or Material Adverse Effect are true and correct in all respects and (ii) that are not qualified by materiality or Material Adverse Effect are true and correct in all material respects on and as the date hereof (after giving effect to this Joinder) as if made on and as of such date.

2. Governing Law. THIS JOINDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be duly executed and delivered as an instrument under seal as of the date first above written.

[ADDITIONAL DEBTOR]

By: _____
Name:
Title:

SCHEDULE II

PATENTS

(including exclusive and non-exclusive licenses)

[To be completed by Additional Debtor]

SCHEDULE III

TRADEMARKS

(including registrations and applications and exclusive and non-exclusive licenses)

[To be completed by Additional Debtor]

SCHEDULE IV

COPYRIGHTS

(including registrations and applications and exclusive and non-exclusive licenses)

[To be completed by Additional Debtor]

SCHEDULE V

WEBSITES AND DOMAIN NAMES

[To be completed by Additional Debtor]

SCHEDULE VI

DOMAIN NAME SERVERS AND ADMINISTRATIVE CONTACTS

[To be completed by Additional Debtor]

SCHEDULE II

PATENTS

(including exclusive and non-exclusive licenses)

U.S. PATENT GRANTS

N&V Ref:

Grant No.

Appl.No.

Country

0015-0013	4,924,796	07/180,339	United States	Granted
0015-0015	4,504,419 4,815,410	07/008,666	United States	Granted
0015-0027	4,815,410	07/185,998	United States	Granted
0015-0035	5,013,272	07/403,454	United States	Granted
0015-0063	5,329,667	07/710,770	United States	Granted
0015-0070	5,339,763	08/013,091	United States	Granted
0015-0087	5,671,692	08/222,861	United States	Granted
0015-0089	D359,019	29/020,949	United States	Granted
0015-0090	5,443,408	08/207,128	United States	Granted
0015-0097	5,598,736	08/445,171	United States	Granted
0015-0100	5,601,050	08/520,879	United States	Granted
0015-0104	5,664,519	08/603,393	United States	Granted
0015-0110	4,793,646	07/086,156	United States	Granted
0015-0118	5,784,982	08/748,395	United States	Granted
0015-0122	5,839,388	08/881,758	United States	Granted
0015-0137	6,021,729	09/032,063	United States	Granted
0015-0138	4,930,183	07/248,933	United States	Granted
0015-0139	D410,890	29/082,682	United States	Granted
0015-0146	D426,510	29/086,873	United States	Granted
0015-0165	4,993,351	07/409,655	United States	Granted
0015-0166	5,425,327	08/213,992	United States	Granted
0015-0167	5,622,136	08/422,154	United States	Granted
0015-0168	5,309,860	07/954,636	United States	Granted
0015-0169	5,303,667	07/733,739	United States	Granted
0015-0170	5,269,250	07/766,925	United States	Granted
0015-0171	5,189,980	07/639,347	United States	Granted
0015-0185	6,026,761	09/010,258	United States	Granted
0015-0188	6,158,372	09/313,373	United States	Granted
0015-0200	D430,101	29/121,507	United States	Granted
0015-0201	6,427,286	09/562,900	United States	Granted

0015-0208	6,453,841	09/740,788	United States	Granted
0015-0217	6,595,155	10/053,928	United States	Granted
0015-0219	6,477,973	09/922,806	United States	Granted
0015-0223	6,443,090	09/925,621	United States	Granted
0015-0237	6,789,495	10/178,737	United States	Granted
0015-0244	6,725,871	10/162,710	United States	Granted
0015-0246	6,895,885	10/197,472	United States	Granted
0015-0258	5,247,897	07/711,619	United States	Granted
0015-0263	6,758,156	10/627,870	United States	Granted
0015-0264	D511,723	29/187,050	United States	Granted
0015-0270	7,159,530	10/640,579	United States	Granted
0015-0280	D505,909	29/203,567	United States	Granted
0015-0281	7,555,818	10/944,008	United States	Granted
0015-0288	7,434,533	10/882,624	United States	Granted
0015-0293	D510,902	29/215,726	United States	Granted
0015-0295	D537,763	29/212,657	United States	Granted
0015-0296	7,222,580	10/973,982	United States	Granted
0015-0298	7,331,304	11/148,222	United States	Granted
0015-0375	7,441,373	11/183,815	United States	Granted
0015-0397	7,513,543	11/248,322	United States	Granted
0015-0403	D574,219	29/269,471	United States	Granted
0015-0404	5,203,277	07/829,718	United States	Granted
0015-0405	5,832,565	08/811,731	United States	Granted
0015-0406	6,800,160	10/170,296	United States	Granted
0015-0410	7,434,534	11/673,760	United States	Granted
0015-0413	7,490,574	11/640,993	United States	Granted
0015-0415	7,464,660	11/706,406	United States	Granted
0015-0416	5,596,791	08/623,806	United States	Granted
0015-0417	6,094,783	09/327,964	United States	Granted
0015-0423	7,591,231	11/877,893	United States	Granted
0015-0424	7,565,878	11/877,939	United States	Granted
0015-0446	7,222,581	11/560,068	United States	Granted
	7,096,816	10/674,608	United States	Granted
	7,503,275	11/241,194	United States	Granted

U.S. PATENT APPLICATIONS

Patent Application Numbers:

12/189,569	29/325,695
61/101,067	11/932,854
12/248,477	11/928,196
12/248,515	61/102,738
12/189,585	11/672/310
12/234,364	12/208,622
12/494,967	11/189,740
10/971,081	

1544142

CANADA PATENT & PATENT APPLICATION

Patent Application/Grant Numbers:

N&V Ref.:	0015-0445	2,609,485	Application
	0015-0023	1,265,959	Grant

1544156

TRADEMARK
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SCHEDULE III

TRADEMARKS

(including registrations and applications and exclusive and non-exclusive licenses)

UNITED STATES TRADEMARK APPLICATIONS/REGISTRATIONS

N&V REF	COUNTRY	APPLN DATE	REG NO	REG DATE	STATUS	RENEWAL	MARK
0015-0016	United States	3/31/1988	1,554,594	9/5/1989	Registered	9/5/2009	CLEAR CURVE
0015-0025	United States	3/21/1988	1,513,629	11/22/1988	Registered	11/22/2018	TRAILERITE
0015-0084	United States	4/29/1998	2,317,941	2/15/2000	Registered	2/15/2010	CROSS CURVE
0015-0088	United States	5/4/1994	2,004,757	10/1/1996	Registered	10/1/2016	SPOILER
0015-0091	United States	2/11/1976	1,095,679	7/11/1978	Registered	7/11/2018	TAYLOR MADE
0015-0092	United States	2/25/1976	1,071,284	8/16/1977	Registered	8/16/2017	TAYLOR MADE AND DESIGN
0015-0101	United States	10/3/1995	2,154,051	4/28/1998	Registered	4/28/2018	MOOR N' STOR
0015-0102	United States	10/25/1995	2,060,579	5/13/1997	Registered	5/13/2017	TAYLOR TUX
0015-0103	United States	10/25/1995	2,052,114	4/15/1997	Registered	4/15/2017	TAYLOR TUX & Design
0015-0125	United States	5/1/1997	2,213,910	12/29/1998	Registered	12/29/2018	TAYLOR MADE SYSTEM
0015-0126	United States	5/1/1997	2,208,250	12/8/1998	Registered	12/8/2018	TAYLOR MADE PRODUCTS
0015-0127	United States	5/1/1997	2,258,495	7/6/1999	Registered	7/6/2009	TAYLOR MADE CUSTOM PRODUCTS
0015-0128	United States	5/1/1997	2,306,404	1/4/2000	Registered	1/4/2010	TAYLOR MADE GLASS
0015-0134	United States	1/20/1998	2,322,914	2/29/2000	Registered	2/28/2010	TAYLOR MADE
0015-0135	United States	10/16/1975	1,069,412	7/12/1977	Registered	7/12/2017	BOATOP
0015-0136	United States	2/9/1976	1,113,536	2/20/1979	Registered	2/20/2019	HULL-GARD
0015-0150	United States	3/3/1998	2,245,921	5/18/1999	Registered	5/18/2009	SPORTSHIELD
0015-0155	United States	4/13/1998	2,271,872	8/24/1999	Registered	8/24/2009	TAYLOR TARP
0015-0157	United States	4/13/1998	2,273,978	8/31/1999	Registered	8/31/2009	THE ULTIMATE COVER
0015-0158	United States	4/27/1998	2,317,934	2/15/2000	Registered	2/15/2010	C-MATE
0015-0159	United States	4/27/1998	2,287,410	10/19/1999	Registered	10/19/2019	SUR-MOOR
0015-0204	United States	9/7/2000	2,756,715	8/26/2003	Registered	8/26/2013	FASTBACK
0015-0209	United States	2/22/2001	2,743,319	7/29/2003	Registered	7/29/2013	CLEAN CURVE
0015-0214	United States	4/26/2001	2,638,732	10/22/2002	Registered	10/22/2012	BOAT GUARD
0015-0233	United States	11/20/2001	2,710,067	4/22/2003	Registered	4/22/2013	SURVIVOR
0015-0235	United States	12/17/2001	2,615,316	9/3/2002	Registered	9/3/2012	RAINBREAKER
0015-0236	United States	12/11/2001	2,733,190	7/1/2003	Registered	7/1/2013	RAINBREAKER
0015-0248	United States	9/25/2002	2,785,857	11/25/2003	Registered	11/25/2013	LEGACY
0015-0252	United States	11/29/2002	2,995,538	9/13/2005	Registered	9/13/2015	TAYLOR MADE ADMIRAL'S CLUB & D
0015-0261	United States	4/18/2003	2,967,743	7/12/2005	Registered	7/12/2015	DOCKGARD
0015-0265	United States	6/16/2003	2,995,566	9/13/2005	Registered	9/13/2015	DOCK PRO
0015-0267	United States	6/16/2003	3,105,307	6/13/2006	Registered	6/13/2016	NO KNOT
0015-0268	United States	6/16/2003	2,987,813	8/23/2005	Registered	8/23/2015	QUICK KNOT
0015-0275	United States	11/26/2003	3,046,644	1/17/2006	Registered	1/17/2016	TRUE COLOR
0015-0290	United States	9/24/2003	2,864,716	7/20/2004	Registered	7/20/2014	PERIMETER INDUSTRIES & Design
0015-0297	United States	2/23/2005	3,545,094	12/9/2008	Registered	12/9/2018	TAYLOR MADE (and design)
0015-0322	United States	2/15/2005	3,197,735	1/9/2007	Registered	1/9/2017	CONSOLE CURVE
0015-0431	United States	9/5/2008	3,597,002	3/31/2009	Registered	3/31/2019	STORMTIGHT and Design
0015-0437	United States	8/4/2008	3,585,160	3/10/2009	Registered	3/10/2019	BEACON ISLAND AND DESIGN

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CONTINUATION OF U. S. TRADEMARKS
REGISTRATIONS AND APPLICATIONS

Appl. No.: SN 77/544,423 WATER BONNET & ANCHOR DESIGN

Reg. No.: 840,785 WATER BONNET INC. BOAT TOPS
WINDSHIELDS & ANCHOR DESIGN

Reg. No.: 2,441,394 AMERITEX TECHNOLOGIES

AUSTRALIA TRADEMARKS

N&V REF	COUNTRY	APPLN. #	APPLN. DATE	REG. NO.	REG. DATE	STATUS	RENEWAL	MARK
0015-0180	Australia	782202	1/4/1999	782202	1/4/1999	Registered	1/4/2019	TAYLOR MADE & DES.
0015-0183	Australia	782203	1/4/1999	782203	1/4/1999	Registered	1/4/2019	TAYLOR MADE GROUP

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BRAZIL TRADEMARKS

N&V REF	COUNTRY	APPLN. #	APPLN. DATE	REG. NO.	REG. DATE	STATUS	RENEWAL	MARK
0015-0164	Brazil	820924288	7/20/1998	820924270	2/26/2002	Registered	2/26/2012	TAYLOR MADE
0015-0164 D	Brazil	820924288	7/20/1998	200002430	10/17/2000	Registered	10/17/2010	TAYLOR MADE

CANADIAN TRADEMARK APPLICATIONS/REGISTRATIONS

0015-0108	Canada	406,042	1/10/1977	257,306	4/3/1981	Registered	4/3/2011	TAYLOR MADE & Design
0015-0109	Canada	399,777	7/2/1976	257,303	4/3/1981	Registered	4/3/2011	TAYLOR MADE & Design
0015-0141	Canada	865,747	1/6/1998	568,946	10/17/2002	Registered	10/17/2017	TAYLOR MADE GROUP
0015-0142	Canada	865,746	1/6/1998	511,991	5/18/1999	Registered	5/18/2014	TAYLORMARINE.COM
0015-0143	Canada	865,748	1/6/1998	865,748	8/29/2002	Registered	8/29/2017	TAYLOR MADE GLASS
0015-0144	Canada	865,745	1/6/1998	566,480	8/27/2002	Registered	8/27/2017	TAYLOR MADE PRODUCTS
0015-0145	Canada	865,744	1/6/1998	566,475	8/27/2002	Registered	8/27/2017	TAYLOR MADE SYSTEMS
0015-0160	Canada	878,077	5/12/1998	586,509	8/4/2003	Registered	8/4/2018	TAYLOR MADE
0015-0422	Canada	400628	7/27/1976	225004	12/23/1977	Registered	12/23/2022	HULL-GARD
0015-0425	Canada	398473	5/28/1976	TMA224298	11/25/1977	Registered	11/26/2022	SPORTSHIELD

CHINA TRADEMARKS

N&V REF	COUNTRY	APPLN. #	APPLN. DATE	REG. NO.	REG. DATE	STATUS	RENEWAL	MARK
0015-0300`	China P.R.	4600248	4/13/2005			Filed		BOATGUARD
0015-0302	China P.R.	4600249	4/13/2005	4600249	2/14/2008	Registered	2/13/2018	HULL-GARD
0015-0304	China P.R.	4600250	4/13/2005	4600250	1/7/2009	Registered	1/6//2019	LEGACY
0015-0306	China P.R.	4600251	4/13/2005	4600251	2/14/2008	Registered	2/13/2018	PERIMETER INDUSTRIES & DESIGN
0015-0318	China P.R.	4600252	4/13/2005			Filed		TAYLOR TARP
0015-0320	China P.R.	4600247	4/13/2005			Filed		TRAILERITE

COMMUNITY TRADEMARKS

N&V REF	COUNTRY	APPLN. #	APPLN. DATE	REG. NO.	REG. DATE	STATUS	RENEWAL	MARK
0015-0161	Community Trademark	872150	7/10/1998	872150	4/17/2000	Registered	7/10/2018	TAYLOR MADE
0015-0228	Community Trademark	2327005	8/2/2001	2327005	4/24/2003	Registered	8/2/2011	CLEAN CURVE
0015-0323	Community	4398566	4/11/2005	4398566	5/22/2006	Registered	4/11/2015	CONSOLE CURVE

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GREAT BRITAIN TRADEMARK(S)

N&V REF	COUNTRY	APPLN. #	APPLN. DATE	REG. NO.	REG. DATE	STATUS	RENEWAL	MARK
0015-0018	Great Britain	1313226	6/17/1987	1313226	6/17/1987	Registered	6/17/2018	TAYLOR MADE & STAR DESIGN

TAIWAN TRADEMARKS

N&V REF	COUNTRY	APPLN. #	APPLN. DATE	REG. NO.	REG. DATE	STATUS	RENEWAL	MARK
0015-0301	Taiwan	94010540	3/10/2005	1192113	1/16/2006	Registered	1/15/2016	BOATGUARD
0015-0303	Taiwan	94010541	3/10/2005	1198216	3/1/2006	Registered	2/29/2016	HULL-GARD
0015-0305	Taiwan	94010542	3/10/2005	1189789	1/1/2006	Registered	12/31/2015	LEGACY
0015-0307	Taiwan	94010543	3/10/2005	1201915	4/1/2006	Registered	3/31/2016	PERIMETER INDUSTRIES & DESIGN
0015-0309	Taiwan	94010544	3/10/2005	1183955	12/1/2005	Registered	11/30/2015	STOWAWAY
0015-0319	Taiwan	94010545	3/10/2005	1198440	3/1/2006	Registered	2/29/2016	TAYLOR TARP
0015-0321	Taiwan	94010546	3/10/2005	1203284	4/1/2006	Registered	3/31/2016	TRAILERITE
0015-0325	Taiwan	94023171	5/13/2005	1271648	7/16/2007	Registered	7/15/2017	TAYLOR MADE
0015-0326	Taiwan	94023172	5/13/2005	1271649	7/16/2007	Registered	7/15/2017	TAYLOR MADE & DESIGN
0015-0327	Taiwan	94023168	5/13/2005	1271646	7/16/2007	Registered	7/15/2017	TAYLOR MADE & DESIGN
0015-0328	Taiwan	94023169	5/13/2005	1271647	7/16/2007	Registered	7/15/2017	TAYLOR MADE PRODUCTS

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NEW ZEALAND TRADEMARKS

N&V REF	COUNTRY	APPLN. #	DATE	REG. #	DATE	STATUS	RENEWAL	MARK
0015-0181	New Zealand	303370-80	12/24/1998	303370-80	12/24/1998	Registered	12/24/2015	TAYLOR MADE & DESIGN
0015-0184	New Zealand	303381-91	12/24/1998	303381-91	12/24/1998	Registered	12/24/2015	TAYLOR MADE GROUP
0015-0377	New Zealand	303371	12/24/1998	303371	12/24/1998	Registered	12/24/2015	TAYLOR MADE & DESIGN
0015-0378	New Zealand	303372	12/24/1998	303372	12/24/1998	Registered	12/24/2015	TAYLOR MADE & DESIGN
0015-0379	New Zealand	303373	12/24/1998	303373	12/24/1998	Registered	12/24/2015	TAYLOR MADE & DESIGN
0015-0380	New Zealand	303374	12/24/1998	303374	12/24/1998	Registered	12/24/2015	TAYLOR MADE & DESIGN
0015-0381	New Zealand	303375	12/24/1998	303375	12/24/1998	Registered	12/24/2015	TAYLOR MADE & DESIGN
0015-0382	New Zealand	303376	12/24/1998	303376	12/24/1998	Registered	12/24/2015	TAYLOR MADE & DESIGN
0015-0383	New Zealand	303377	12/24/1998	303377	12/24/1998	Registered	12/24/2015	TAYLOR MADE & DESIGN
0015-0384	New Zealand	303378	12/24/1998	303378	12/24/1998	Registered	12/24/2015	TAYLOR MADE & DESIGN
0015-0385	New Zealand	303379	12/24/1998	303379	12/24/1998	Registered	12/24/2015	TAYLOR MADE & DESIGN
0015-0386	New Zealand	303380	12/24/1998	303380	12/24/1998	Registered	12/24/2015	TAYLOR MADE & DESIGN
0015-0387	New Zealand	303382	12/24/1998	303382	12/24/1998	Registered	12/24/2015	TAYLOR MADE GROUP
0015-0388	New Zealand	303383	12/24/1998	303383	12/24/1998	Registered	12/24/2015	TAYLOR MADE GROUP
0015-0389	New Zealand	303384	12/24/1998	303384	12/24/1998	Registered	12/24/2015	TAYLOR MADE GROUP
0015-0390	New Zealand	303385	12/24/1998	303385	12/24/1998	Registered	12/24/2015	TAYLOR MADE GROUP
0015-0391	New Zealand	303386	12/24/1998	303386	12/24/1998	Registered	12/24/2015	TAYLOR MADE GROUP
0015-0392	New Zealand	303387	12/24/1998	303387	12/24/1998	Registered	12/24/2015	TAYLOR MADE GROUP
0015-0393	New Zealand	303388	12/24/1998	303388	12/24/1998	Registered	12/24/2015	TAYLOR MADE GROUP
0015-0394	New Zealand	303389	12/24/1998	303389	12/24/1998	Registered	12/24/2015	TAYLOR MADE GROUP
0015-0395	New Zealand	303390	12/24/1998	303390	12/24/1998	Registered	12/24/2015	TAYLOR MADE GROUP
0015-0396	New Zealand	303391	12/24/1998	303391	12/24/1998	Registered	12/24/2015	TAYLOR MADE GROUP

SCHEDULE IV

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None.

SCHEDULE V

WEBSITES AND DOMAIN NAMES

SCHEDULE VI

DOMAIN NAME SERVERS AND ADMINISTRATIVE CONTACTS

BOS111 12416675.4

RECORDED: 10/22/2009

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