

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALL-LUMINUM PRODUCTS, INC.		02/03/2010	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WACHOVIA BANK, NATIONAL ASSOCIATION, formerly First Union National Bank		
<b>Street Address:</b>	One South Broad Street, 3rd Floor		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19107		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77738016	CAPTURE THE SPIRIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)564-8120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-564-8000		
<b>Email:</b>	svictor@stradley.com		
<b>Correspondent Name:</b>	Sheila Victor for Kimberlee S. Knopf, Esq		
<b>Address Line 1:</b>	Stradley Ronon Stevens & Young, LLP		
<b>Address Line 2:</b>	2600 One Commerce Square		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	120770-0017		
<b>NAME OF SUBMITTER:</b>	Sheila Victor		
<b>Signature:</b>	/Sheila Victor/		

CH \$40.00 77738016

**900154364**

**TRADEMARK  
 REEL: 004146 FRAME: 0447**

Date:

02/09/2010

**Total Attachments: 7**

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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 3<sup>rd</sup> day of ~~January~~ <sup>February</sup> 2010, 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, Acknowledgment 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, that certain Amendment, Acknowledgement and Confirmation of Memorandum of Security Agreement dated September 9, 2009, 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 (the "**Third A&R Loan Agreement**"), pursuant to which, inter alia, Grantor continued 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. Grantor has advised Grantee that Grantor registered a new trademark with the United States Patent and Trademark Office entitled "Capture the Spirit" and 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, the New Trademark 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 Trademark. Exhibit "A"** to the Memorandum is hereby amended to specifically include, without limitation, the following:

TRADEMARK	SERIAL NUMBER
CAPTURE THE SPIRIT	77-738,016

2. **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.

3. **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.

4. **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.

5. **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.

6. **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]**

**EXHIBIT A**

Copy of Memorandum

See Attached.

# 1063187 v. 2

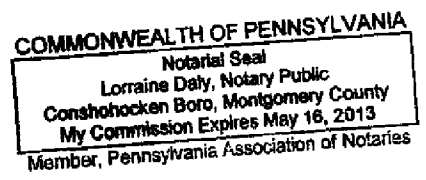
**TRADEMARK**

REEL: 004146 FRAME: 0452

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Montgomery : SS.

On this, the 3<sup>rd</sup> day of <sup>February</sup> ~~January~~, 2010, before me, a Notary Public, personally appeared John Babcock who acknowledged himself to be the President 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.

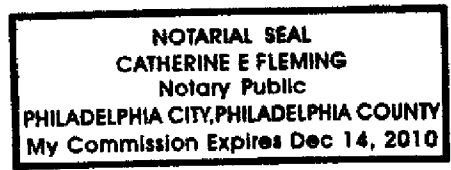


Lorraine Daly  
Notary Public  
My commission expires:

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Philadelphia : SS.

On this, the 14<sup>th</sup> day of January, 2010, before me, a Notary Public, personally appeared John P. Brady who acknowledged himself to be a Managing 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.



Catherine E Fleming  
Notary Public  
My commission expires: 12/14/2010

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

**ALL-LUMINUM PRODUCTS, INC.**

By: [Signature]  
Name/Title: IRA GARDNER / EXEC VP

(CORPORATE SEAL)

Attest: [Signature]  
Name/Title: JOHN C BABCOCK / PRESIDENT

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

By: [Signature]  
John P. Brady, Managing Director



# United States of America

United States Patent and Trademark Office

## CAPTURE THE SPIRIT

**Reg. No. 3,722,168** RIO BRANDS, INC. (PENNSYLVANIA CORPORATION), AKA ALL-LUMINUM PRODUCTS, INC.  
Registered Dec. 8, 2009

10981 DECATUR ROAD  
PHILADELPHIA, PA 19154

**Int. Cl.: 20**

**TRADEMARK**  
**PRINCIPAL REGISTER**

FOR: BEACH CHAIRS; FURNITURE; FURNITURE FOR CAMPING; FURNITURE FOR HOUSE, OFFICE AND GARDEN; FURNITURE MADE FROM STEEL TUBING; METAL FURNITURE AND FURNITURE FOR CAMPING; OUTDOOR FURNITURE; TABLES, IN CLASS 20 (U.S. CLS. 2, 13, 22, 25, 32 AND 50).

FIRST USE 5-5-2005; IN COMMERCE 5-5-2005.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-738,016, FILED 5-15-2009.

MARTHA FROMM, EXAMINING ATTORNEY



*David J. Kybas*

Director of the United States Patent and Trademark Office