

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pretty Products, LLC | | 06/18/2008 | LIMITED LIABILITY COMPANY: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | Columbus Bank and Trust Company | | |
| Street Address: | PO Box 120 | | |
| City: | Columbus | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 31902 | | |
| Entity Type: | Georgia banking corporation: GEORGIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2295111 | RUBBER QUEEN | |
| Registration Number: | 2306935 | OEM QUALITY RUBBER QUEEN WORLD'S LARGEST MANUFACTURER OF ORIGINAL EQUIPMENT FLOOR MATS | |
| Registration Number: | 1789508 | ESSEX | |
| Registration Number: | 1325469 | RUBBER QUEEN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (205)244-5714 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 205-458-5284 | | |
| Email: | ivincent@burr.com | | |
| Correspondent Name: | India E. Vincent, Esq. | | |
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| ATTORNEY DOCKET NUMBER: | 19098-20 | | |

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| NAME OF SUBMITTER: | India E. Vincent, Esq. |
| Signature: | /india e vincent/ |
| Date: | 02/26/2010 |
| Total Attachments: 13 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif source=Security Agreement#page7.tif source=Security Agreement#page8.tif source=Security Agreement#page9.tif source=Security Agreement#page10.tif source=Security Agreement#page11.tif source=Security Agreement#page12.tif source=Security Agreement#page13.tif | |

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of June 18, 2008, is made and entered into by PRETTY PRODUCTS, LLC, a Michigan limited liability company ("Company") having a mailing address of 1513 Redding Drive, LaGrange, Georgia 30240, as debtor, in favor of COLUMBUS BANK AND TRUST COMPANY, a Georgia banking corporation ("Bank") having a mailing address of P. O. Box 120, Columbus, Georgia 31902, as secured party, witnesseth:

RECITALS

The Company has requested and Bank has agreed to extend a revolving line of credit to the Company in the maximum principal amount of [REDACTED] (hereinafter referred to as the "Credit Line"), same being evidenced by that certain Revolving Line of Credit Note dated of even date herewith from the Company in favor of Bank in the face principal amount of [REDACTED] [REDACTED] (such Revolving Line of Credit Note, and all amendments, modifications, replacements, extensions and renewals thereof, being hereinafter referred to as the "Line of Credit Note").

Advances under the Credit Line will be made in accordance with the terms of and subject to the conditions and restrictions set forth in that certain Loan and Line of Credit Agreement among the Company, Jeffrey K. Willis and Bank dated of even date herewith (such Loan and Line of Credit Agreement and all amendments, modifications and restatements thereof being hereinafter referred to as the "Loan Agreement").

The Company has also requested and Bank has agreed to make a [REDACTED] term loan to the Company (the "Term Loan") which Term Loan is evidenced by that certain Term Note from the Company in favor of Bank dated of even date herewith in the principal amount of [REDACTED] [REDACTED] (such Term Note and all amendments, modifications, replacements, extensions and renewals thereof being herein called the "Term Note").

As security for its debts, liabilities and obligations under the Line of Credit Note and Term Note (collectively, the "Notes") and to induce Bank to make the Term Loan and extend the Credit Line to the Company, the Company has agreed to grant and convey to Bank a security interest in the Collateral (as hereinafter defined).

NOW, THEREFORE, for [REDACTED] and other good and valuable consideration in hand paid to the Company, the receipt and sufficiency of which is hereby acknowledged by the Company and in order to secure the prompt payment and performance of (i) all indebtedness, liabilities, and obligations of the Company to Bank of any nature whatsoever (whether now existing or hereafter arising) under or in connection with the Line of Credit Note, and any renewals, extensions, restatements, modifications and amendments thereof, (ii) all indebtedness, liabilities, and obligations of the Company to Bank of any nature whatsoever (whether now existing or hereafter arising) under or in connection with the Term Note, and any renewals, extensions, restatements,

modifications and amendments thereof, (iii) all present and future indebtedness, liabilities and obligations of the Company to Bank under this Agreement, and (iv) any and all other indebtedness or liability of any nature, whether direct or indirect, absolute or contingent or otherwise, now owing or which may hereafter be owing by the Company to Bank, however and whenever incurred, whether as principal, maker, endorser, guarantor, indemnitor, surety or otherwise and any renewals, extensions, restatements, modifications and amendments of any thereof (all of the foregoing items (i) - (iv) referred to collectively as the "Liabilities") and the performance by the Company of all of the terms, conditions, and provisions of this Agreement, the Loan Agreement and any other document previously, simultaneously, or hereafter executed and delivered by the Company in connection with any of the Liabilities (the "Documents"), the Company agrees with Bank as follows:

1. Collateral. To secure the payment and performance of the Liabilities and the Company's performance of its obligations under the Documents, the Company hereby grants and conveys to Bank a continuing security interest in, and security title in and to and a lien on, all of the Company's rights, title and interest in and to the following described property, whether now owned or hereafter acquired by the Company, and the products and proceeds therefrom:

A. Inventory. All of the Company's inventory of every description, whether now existing or hereafter acquired or arising or in which the Company now has or hereafter acquires any rights, including, without limitation, all raw materials, work-in-process, goods held by the Company for sale or to be furnished under any contract of service, or so furnished by the Company, any and all finished goods, accessories and materials and supplies of any kind, nature or description which are or might be used or consumed in the Company's business or are or might be used in connection with the advertising or selling of such goods, all returned or repossessed goods now, or at any time or times hereafter in the possession or under the control of the Company or Bank, all documents representing the same, wherever located, together with all cash and non-cash proceeds and products thereof (the "Inventory").

B. Accounts. All of the Company's accounts of every description (including, without limitation, all accounts receivable, notes, notes receivable, drafts, acceptances, and similar instruments and documents) whether now owned or hereafter acquired or arising or in which the Company now has or hereafter acquires any rights, including, without limitation, all present and future rights to payment for Inventory or other property sold or for services rendered, whether or not represented by instruments or chattel paper, and whether or not earned by performance, together with (i) all cash and non-cash proceeds thereof and (ii) all returned, or repossessed goods, the sale of which shall have given or shall give rise to an account, and all cash and non-cash proceeds and products of all such goods (the "Accounts").

C. General Intangibles. All of the Company's general intangibles of every description, whether now owned or hereafter acquired or arising or in which the Company now has or hereafter acquires any rights, including, without limitation, any proceeds from insurance policies after payment of prior interests, payment intangibles, tax refunds, trade secrets, tradenames, copyrights, contract rights, franchises, goodwill, customer lists, rights to performance, rights under

licenses, choses-in-action, claims, software, information contained in computer media (such as data bases, source and object codes, and information therein), patents, patents applied for, trademarks and trademarks applied for (together with the goodwill associated therewith) and derivatives thereof, including the right to make, use, and vend goods utilizing any of the foregoing, and permits, licenses, certifications, authorizations and approvals, and the rights of the Company thereunder, issued by any governmental, regulatory, or private authority, agency, or entity, whether now owned or hereafter acquired, together with all cash and non-cash proceeds and products thereof and all renewals, extensions, continuations and reissues thereof.

D. Chattel Paper. All of the Company's chattel paper as "chattel paper" is defined in the Uniform Commercial Code, whether now owned or hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereafter, (ii) all cash and non-cash proceeds thereof, and (iii) all returned or repossessed goods, the sale of which shall have given or shall give rise to chattel paper, and all cash and non-cash proceeds and products of all such goods. Additionally, the Company assigns and grants to Bank a security interest in all property and goods both now owned and hereafter acquired by the Company which are sold, leased, secured, are the subject of, or otherwise covered by, the Company's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. Instruments. All of the Company's presently owned and hereafter acquired instruments, including, without limitation, bills of exchange, notes, and all negotiable instruments, all certificated securities, all certificates of deposit and any other writing which evidences a right to the payment of money and is not itself a security agreement or lease and is of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment, together with all products and proceeds of any of the foregoing.

F. Deposit Accounts. All presently owned and hereafter established or acquired demand, time, savings, passbook or similar accounts of the Company wherever maintained, including, without limitation, all such accounts of the Company now or hereafter maintained at Bank or at Commercial Bank & Trust Company of Troup County.

G. Letter-of-Credit Rights. All presently held and hereafter acquired letter-of-credit rights of the Company, which include, without limitation, any and all rights to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance, and any and all proceeds therefrom.

H. All Equipment and Furniture. All of the Company's equipment, machinery, vehicles, and furniture, whether now owned or hereafter acquired by the Company and wherever located, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof (the "Equipment").

I. Other. All of the Company's accounts (including without limitation, accounts receivable), chattel paper (whether tangible or electronic), deposit accounts, documents, general intangibles (including, without limitation, payment intangibles and software), goods (including,

without limitation, inventory, furniture, equipment, fixtures and accessions), instruments (including, without limitation, promissory notes), investment property, letter-of-credit rights, letters of credit, money, supporting obligations, and all proceeds and products of the foregoing, in each case as such terms are defined under the Uniform Commercial Code as in effect from time to time in the State of Georgia, whether now owned or hereafter acquired by the Company.

The term "Collateral" as used herein means each and all of the items of property described in A- I above, whether now or hereafter existing, owned or acquired by the Company, wherever located, together with all accessions thereto, all substitutions and replacements thereof and all of the Company's books and records (including, without limitation, computer records, tapes, disc and programs and all other media, written, electric, magnetic or otherwise containing such records) which now or hereafter relate to any of the items of Collateral and all products and proceeds thereof. The term "proceeds" as used herein has the meaning assigned thereto in the Uniform Commercial Code as in effect from time to time in the State of Georgia and includes, without limitation, the proceeds of all insurance policies covering all or any part of such items of Collateral.

Fixtures included in the Collateral include, without limitation, fixtures now owned or hereafter acquired by the Company that are now or hereafter located at the property described on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Title to Collateral. The Company warrants and represents that (i) it is the lawful owner of the Collateral, and has the full right, power, and authority to convey, transfer, and grant the security title and security interest in the Collateral granted herein to Bank; (ii) the Collateral is not, and so long as this Agreement is in effect, will not be, subject to any liens, claims, security interests, encumbrances, taxes, or assessments, however described or denominated other than liens in favor of Bank or otherwise approved by Bank in writing; (iii) no financing statement, mortgage, notice of lien, deed of trust, deed to secure debt, security agreement, or any other agreement or instrument creating an encumbrance, lien, or charge against any of the Collateral is in existence or on file in any public office, other than financing statements (or other appropriate security documentation) filed on behalf of Bank naming Bank as secured party; and (iv) all information with respect to the Collateral and the Liabilities, or any of them, set forth in any written schedule, certificate, or other document at any time heretofore or hereafter furnished by the Company to Bank, and all other written information heretofore or hereafter furnished by the Company to Bank, is and will be true and correct in all material respects as of the date furnished.

3. Further Assurances. The Company will defend its rights, title and interest in and to the Collateral against all persons and will, upon request of Bank, (a) furnish such further assurances of title as may be required by Bank, (b) deliver and execute or cause to be delivered and executed, in form and content reasonably satisfactory to Bank, any financing statements, notices, and other documents and pay the cost of filing or recording the same in all public offices deemed necessary by Bank, as well as any recordation, documentary, or transfer tax required by law to be paid in connection with such filing or recording, and (c) do such other acts as Bank may reasonably request in order to perfect, preserve, maintain, or continue the perfection of the Bank's security interest in the Collateral and its priority. The Company hereby authorizes Bank, at Bank's option, to file from time to time, without the execution by or further consent of the Company, such financing statements

and amendments, continuations and addendums thereto as Bank may deem appropriate to perfect, preserve, maintain or continue the perfection of the Bank's security interest in all or any portion of the Collateral. Bank shall have a first in priority security interest on all Collateral.

4. Accounts, Etc. Until the occurrence of an Event of Default (as hereinafter defined), the Company will, at its own expense, diligently collect, as and when due, all amounts owing under the Accounts, including the taking of such action with respect to such collection consistent with prudent business practices, and hold in trust and segregate for Bank all funds received from the Accounts; provided, however, without limiting the requirements of the Loan Agreement or Blocked Account Agreement (as defined in the Loan Agreement), until an Event of Default shall occur or would occur but for the passage of time, or giving of notice, or both, the Company may use or consume in the normal and ordinary course of its business any such collections on the Accounts in any lawful manner not inconsistent with this Agreement, the Loan Agreement, the Blocked Account Agreement (as defined in the Loan Agreement) and the other Documents. Without limiting any other rights or remedies of Bank, Bank may, after an Event of Default shall occur and upon notice to the Company, revoke any such power and authority and notify any parties obligated on any of the Accounts to make payment to Bank of any amounts due or to become due thereunder, and enforce collection or performance under any of the Accounts by suit or otherwise, and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Unless sooner required by the Loan Agreement or Blocked Account Agreement (as defined in the Loan Agreement), after an Event of Default, the Company will, at its own expense, notify any parties obligated on any of the Accounts to make payments to Bank and will hold in trust and immediately forward to Bank all payments received by the Company in the form received, with all necessary endorsements thereon for collection by Bank. To the extent any provisions of this Section 4 are in conflict with any provisions of the Loan Agreement or the Blocked Account Agreement (as defined in the Loan Agreement), the provisions most favorable to Bank will prevail.

5. Transfer and Other Liens. The Company will not sell, lease, transfer, exchange, or otherwise dispose of the Collateral, or any part thereof, except for the sale or disposal of Inventory in the ordinary course of business, without the prior written consent of Bank and will not permit any lien, security interest, or other encumbrance to attach to the Collateral, or any part thereof, other than those in favor of Bank or those permitted by Bank in writing. Except to the extent permitted in the Loan Agreement (as hereinafter defined), the Company shall not incur any additional indebtedness without the prior written consent of Bank, which consent may be withheld in the sole discretion of Bank.

6. Financial Statements, Books, and Records. The Company will (a) at all times maintain, in accordance with generally accepted accounting principles consistently applied, accurate and complete books and records pertaining to the operation, business affairs, and financial condition of the Company and pertaining to the Collateral and any contracts and collections relating to the Collateral, (b) furnish to Bank within twenty (20) days of the end of each calendar month operating statements, income statements and balance sheets for such month and within five (5) days of each month end aging of accounts receivable and accounts payable of the Company for such month, (c) furnish to Bank within one hundred twenty (120) days of the end of each fiscal year of the Company

audited financial statements of the Company for such year, (d) furnish to Bank such financial statements and other information with respect to the operation, business affairs, and financial condition of the Company required in any of the other Documents or otherwise reasonably requested by Bank from time to time, (e) at all reasonable times, and without hindrance or delay and with reasonable notice to the Company, permit Bank or any person designated by Bank to enter any place of business of the Company or any other premises where any books, records, and other data concerning the Company and/or the Collateral may be kept and to examine, audit, inspect, and make extracts from and photocopies of any such books, records, and other data, (f) furnish to Bank promptly upon written request, certified by an authorized officer or representative of the Company and in the form and content specified by Bank, lists of Inventory, aging of Accounts, aggregate cost or wholesale market value of Inventory, schedules of Equipment, and other data concerning the Collateral as Bank may from time to time specify, and (g) mark its books and records in a manner satisfactory to Bank so that Bank's rights in and to the Collateral will be shown.

7. Name of the Company, Place(s) of Business, and Location of Collateral. The Company represents and warrants that it is a limited liability company duly organized and existing under the laws of the State of Michigan, that its correct legal name and tax identification number are as specified on the signature lines of this Agreement, and each legal or trade name of the Company for the previous five (5) years (if different from the Company's current legal name) is as specified below the signature lines of this Agreement. Without the prior written consent of Bank, the Company will not dissolve, merge, or consolidate with any other person. The Company shall notify Bank at least twenty days in advance of any change in the name of the Company. The Company will at all times maintain its existence as a limited liability company organized and registered under the laws of the State of Michigan. The Company warrants that the address of the Company's chief executive office and the address of each other place of business of the Company are as specified in the first paragraph of this Agreement or below the signature lines of this Agreement. The Collateral and all books and records pertaining to the Collateral have been, are, and will be located at the Company's principal place of business specified above or on the property described on Exhibit "A" attached hereto and incorporated herein by reference. Without the prior written consent of Bank, the Company will not change the location of any Collateral to any place other than Company's business locations described on Exhibit "A" hereto, without prior approval by Bank. The Company will immediately advise Bank in writing of the opening of any new place of business and of any change in the location of the places where the Collateral or any part thereof, or the books and records concerning the Collateral or any part thereof, are kept. No Inventory will be stored with a warehouseman, bailee or similar party or at the leased premises, unless any such warehouseman, bailee or similar party or lessor subordinates in writing acceptable to Bank any liens any such warehouseman, bailee or similar party or lessor may have with respect to any Inventory stored at said warehouses or other facility to the lien and security interest of the Bank in and to said Inventory.

8. Care of Collateral. The Company will maintain the Collateral in good condition excepting ordinary wear and tear and any loss, damage, or destruction which is fully covered by proceeds of insurance (less applicable deductibles) and will not do or permit anything to be done to the Collateral that may impair its value or that may violate the terms of any insurance covering the Collateral or any part thereof. Bank shall have no duty to, and the Company hereby releases Bank from all claims for loss or damage caused by the failure to collect or enforce any Account or chattel paper or to preserve rights against prior parties to the Collateral except for such actual damage to the Company caused by fraud, gross negligence or willful misconduct on the part of the Bank. The

Company will use the Collateral for lawful purposes only, with all reasonable care and caution and in conformity with all applicable laws, ordinances, and regulations.

9. Insurance. The Company shall keep the tangible Collateral (including, without limitation, all Inventory and Equipment) insured for the benefit of Bank against loss or damage by fire, lightning, windstorm, hail, collapse, explosion, malicious mischief, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke and such other hazards and coverages as Bank may from time to time reasonably require, all in amounts approved by Bank not exceeding 100% of the full insurable value (replacement value) thereof; all insurance herein provided for shall be in form and written by companies approved by Bank; and, regardless of the types or amounts of insurance required and approved by Bank, the Company shall assign and deliver to Bank, as collateral and further security for the payment of the Liabilities, all policies of insurance which insure against any loss or damage to the Collateral, with loss payable to Bank, without contribution by Bank, pursuant to loss payee clause satisfactory to Bank. If Bank, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Bank, (i) be retained and applied by Bank toward payment of the Liabilities in whatever order of application as Bank may require and/or (b) pay same over to the Company for the repair, restoration or replacement of the damaged Collateral subject to such conditions as Bank may reasonable require and/or (c) pay same over to the Company or any other person entitled thereto, all without affecting the lien or security interest created by this Agreement. Such insurance shall be written by an insurance company or companies authorized to transact business in the state(s) where the assets are located, rated at least "A" by A. M. Best and Company, and the Company shall provide to Bank appropriate certificates reflecting that said insurance is in force and that the premiums therefor have been paid.

10. Taxes. The Company will pay as and when due and payable (or if an extension is properly obtained prior to the expiration of such extension) all taxes, levies, license fees, assessments, and other impositions levied on the Collateral or any part thereof or for its use and operation; provided, that the Company shall not be required to pay and discharge or cause to be paid and discharged any such tax, assessment or governmental charge to the extent that the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings, none of the Collateral is at risk of forfeiture or loss or subjected to any lien (which is not bonded) and the Company shall have established and shall maintain any required reserves on its books for the payment of the same and shall promptly pay all amounts, if any, finally found to be due.

11. Equipment Not Fixtures. The Company warrants that all Equipment which constitutes a part of the Collateral is personalty and is not and will not be affixed to real estate in such manner as to become a fixture or part of such real estate.

If any Inventory or Equipment is located or stored on leased property, the Company shall cause the owner of such leased location to agree to give Bank written notice of the occurrence of any default under the lease or termination of the lease and a reasonable amount of time (as determined by Bank) to remove the Equipment and Inventory from such location following such default or termination, and the Company shall cause such owner of such location to subordinate any lien such owner may have on any of said Inventory or Equipment to lien and security interest of Bank in and to such Inventory and Equipment.

12. Specific Assignments. Promptly upon request by Bank, the Company will execute and deliver to Bank written assignments, endorsements, and/or schedules, in form and content

satisfactory to Bank, of specific chattel paper and Accounts or groups of Accounts or chattel paper, but the security interest of Bank hereunder shall not be limited in any way by such assignments.

13. Delivery of Chattel Paper. The Company will promptly upon request by Bank deliver, assign, and endorse to Bank all chattel paper and all other documents held by the Company in connection therewith.

14. Government Contracts. If any Account or chattel paper arises out of a contract or contracts with the United States of America or any department, agency, or instrumentality thereof, the Company shall immediately notify the Bank thereof in writing and execute any instruments or take any steps required by the Bank in order that all moneys due or to become due under such contract or contracts shall be assigned to the Bank and notice thereof given under the Federal Assignment of Claims Act or other applicable law.

15. Collateral Account. If all or any part of the Collateral at any time consists of Inventory, Accounts, or chattel paper, the Company will, upon the written request of Bank at any time and from time to time after the occurrence of an Event of Default hereunder which is continuing and has not been cured within any applicable cure period, if any, (or as may be sooner required under the Blocked Account Agreement (as defined in the Loan Agreement)) deposit or cause to be deposited to Bank's account designated by Bank and from which Bank alone has power of access and withdrawal (the "Collateral Account") all checks, drafts, cash, and other remittances in payment or on account of payment of such Inventory, Accounts, or chattel paper and the cash proceeds of any returned Inventory, the sale of which gave rise to an Account or chattel paper (all of the foregoing herein collectively referred to as "Items of Payment"). The Company shall deposit the Items of Payment for credit to the Collateral Account within one (1) business day of the receipt thereof, and in precisely the form received, except for the endorsement of the Company where necessary to permit the collection of the Items of Payment, which endorsement the Company hereby agrees to make. Pending such deposit, the Company will not commingle any of the Items of Payment with any of its other funds or property but will hold them separate and apart. Bank may at any time and from time to time apply the whole or any part of the collected funds credited to the Collateral Account against the Liabilities, in such order and proportion of application determined by Bank. The Company shall have no right of withdrawal from the Collateral Account.

16. Rights of Bank and Duties of the Company. Bank may if an Event of Default hereunder shall have occurred and is continuing (or at such sooner time as may be permitted by the Blocked Account Agreement (as defined in the Loan Agreement)) (a) notify the account debtors obligated on any of the Collateral to make payments thereon directly to Bank, and to take control of the cash and non-cash proceeds of any such Collateral; (b) compromise, extend, or renew any of the Collateral or deal with the same as it may deem advisable; (c) release, make exchanges or substitutions for, or surrender all or any part of the Collateral; (d) remove from the Company's place(s) of business all books, records, ledger sheets, correspondence, invoices, and documents relating to or evidencing any of the Collateral or, without cost or expense to Bank, and make such use of the Company's place(s) of business as may be reasonably necessary to administer, control, and collect the Collateral; (e) repair, alter, or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any account debtor; (f) demand, collect, receipt for, and give renewals, extensions, discharges, and releases of any of the Collateral; (g) institute and prosecute legal and equitable proceedings to enforce collection of, or realize upon, any of the Collateral; (h) settle, renew,

extend, compromise, compound, exchange, or adjust claims with respect to any of the Collateral or any legal proceedings brought with respect thereto; (i) endorse the name of the Company upon any Items of Payment relating to the Collateral or upon any proof of claim in bankruptcy against an account debtor; and (j) receive and open all mail addressed to the Company and notify postal authorities to change the address for the delivery of mail to the Company to such address as Bank may designate; and for purposes of taking the actions described in Subsections (a) through (j) the Company hereby irrevocably appoints Bank as its attorney-in-fact (which appointment being coupled with an interest is irrevocable while any of the Liabilities remain unpaid), with power of substitution, in the name of Bank or in the name of the Company or otherwise, for the use and benefit of Bank, but at the cost and expense of the Company and without notice to the Company. The Company will (a) except in the ordinary course of business and consistent with past practices, make no material change to the terms of any sale of any Inventory or of any Account or chattel paper without the prior written permission of Bank which consent shall not be unreasonably withheld; and (b) on written demand, make available in form acceptable to Bank documents and delivery receipts evidencing the shipment of Inventory which gave rise to the sale of Inventory or of an Account or chattel paper, copies of the invoices arising out of the sale of Inventory or for an Account, and the Company's copy of any written order from which the sale of Inventory or an Account, or chattel paper arose.

17. Performance by Bank. If the Company fails to perform, observe, or comply with any of the conditions, terms, or covenants contained in this Agreement, Bank, after notice to and demand upon the Company to cure, if any, provided herein, and without waiving or releasing any of the Liabilities or any Event of Default, may (but shall be under no obligation to) at any time thereafter perform such conditions, terms, or covenants for the account and at the expense of the Company, and may enter upon any place of business or other premises of the Company for that purpose and take all such lawful action thereon as Bank may consider necessary or appropriate for such purpose. All sums paid or advanced by Bank in connection with the foregoing and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection therewith (collectively, the "Expense Payments") together with interest thereon at the Default Rate (as hereinafter defined), from the date of payment until repaid in full, shall be paid by the Company to Bank on demand and shall constitute and become a part of the Liabilities secured hereby.

18. Default. The occurrence of any one or more of the following events shall constitute an event of default (an "Event of Default") under this Agreement: (a) failure of the Company to pay any of the Liabilities on the date on which any of the Liabilities shall be due and payable; (b) any statement, representation or warranty of the Company herein or in any other writing at any time furnished by the Company to Bank is untrue in any material respect as of the date made; (c) the Company is reasonably believed by Bank to have become insolvent, or makes an assignment for the benefit of creditors; (d) commencement of bankruptcy or other debtor relief proceedings of any nature by or against the Company; (e) entry of any judgment against the Company which may impair the Company's ability to discharge the Liabilities; (f) dissolution, merger or consolidation of the Company, or transfer of a substantial part of the property of the Company; (g) sale, transfer or exchange, either directly or indirectly, of any beneficial interest in the Company; (h) appointment of a receiver for any of the Collateral or Bank reasonably believes that a material portion of the Collateral is at risk of material loss or damage; (i) any levy, attachment, garnishment or other process is made or issued or any lien is filed against any Collateral; (j) occurrence of a default or Event of Default, as therein defined, under the Line of Credit Note or Term Note or Loan Agreement or under any other Documents; (k) occurrence of a default under any instrument or agreement having priority over the security interest created hereby with respect to any of the Collateral; or (l) breach by the

Company of, non-compliance by the Company with or failure of the Company to observe any other term, covenant, representation or agreement contained herein (provided, however, with respect to such defaults not otherwise addressed in this Section 18, the Company shall have ten (10) days after written notice of such failure is given by Bank to the Company in which to cure any such failure that can be cured by the payment of money and shall have thirty (30) days after written notice of such failure is given by Bank to the Company in which to cure any such failure that cannot be cured by the payment of money).

19. Rights and Remedies Upon Default. Upon the occurrence of an Event of Default hereunder, Bank may, at its option, and without notice to the Company, and, without limiting any other available rights and remedies, cause the acceleration of the Liabilities, which shall become immediately due and payable. The occurrence or non-occurrence of an Event of Default shall in no manner impair the ability of Bank to demand payment of any portion of the Liabilities which are payable on demand. Bank shall have all of the rights and remedies of a secured party under the Uniform Commercial Code (in effect in the State of Georgia or any other applicable jurisdiction) and other applicable law in the State of Georgia or other applicable law of any other applicable jurisdiction. Upon the occurrence of an Event of Default hereunder, the Company, upon written demand by Bank, shall assemble the Collateral and make it available to Bank at a place designated by Bank which is mutually convenient to both parties. Upon the occurrence of an Event of Default hereunder, Bank or its agents may enter upon the Company's premises to take possession of the Collateral, to remove it, to render it unusable, or to sell or otherwise dispose of it, all without judicial process or proceedings; provided, however, all such action shall be taken in commercially reasonable manners.

Any written notice of the sale, disposition, or other intended action by Bank with respect to the Collateral which is required by applicable laws and is sent by certified mail, postage prepaid, to the Company at the address of the Company's principal place of business specified in the first paragraph hereof, or such other address which may from time to time be shown on the Bank's records, at least ten (10) days prior to such sale, disposition, or other action, shall constitute reasonable notice to the Company. The Company shall pay on written demand all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by or on behalf of Bank (a) in enforcing the Liabilities, and (b) in connection with the taking, holding, preparing for sale or other disposition, selling, managing, collecting, or otherwise disposing of the Collateral. All of such costs and expenses (collectively, the "Liquidation Costs") together with interest thereon at a simple per annum rate of interest which is equal to the Default Rate (as hereinafter defined), from the date of payment until repaid in full, shall be paid by the Company to Bank on written demand and shall constitute and become a part of the Liabilities secured hereby. Any proceeds of sale or other disposition of the Collateral will be applied by Bank to the payment of Liquidation Costs and Expense Payments, and any balance of such proceeds will be applied by Bank to the payment of the remaining Liabilities in such order and manner of application as Bank may from time to time in its sole discretion determine. If any deficiency exists, the Company shall remain liable for such deficiency.

If there is an excess of proceeds from the liquidation of the Collateral remaining after the payment of all Liquidation Costs and Expense Payments and full, final and indefeasible payment of all the Liabilities, such excess will be paid to the Company or such other person legally entitled thereto.

20. Remedies Cumulative. Each right, power, and remedy of Bank as provided for in this Agreement or in the other Documents or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or in the other Documents or now or hereafter available at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Bank of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Bank of any or all such other rights, powers, or remedies.

21. Waiver. No failure or delay by Bank to insist upon the strict performance of any term, condition, covenant, or agreement of this Agreement or of the other Documents, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant, or agreement or of any such breach, or preclude Bank from exercising any such right, power, or remedy at any later time or times. By accepting payment after the due date of any of the Liabilities, Bank shall not be deemed to have waived the right either to require payment when due of all other the Liabilities or to declare an Event of Default hereunder for failure to effect such payment of any such other the Liabilities. The Company waives presentment, notice of dishonor, and notice of non-payment with respect to Accounts and chattel paper.

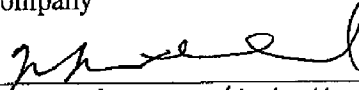
22. Miscellaneous. Time is of the essence of this Agreement. The section headings of this Agreement are for convenience only and shall not limit or otherwise affect any of the terms hereof. Neither this Agreement nor any term, condition, covenant, or agreement hereof may be changed, waived, discharged, or terminated orally but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought. This Agreement shall be governed by the laws of the State of Georgia and shall be binding upon the Company and its legal representatives, successors, and assigns, and shall inure to the benefit of Bank and its successors and assigns. As used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders, as the context may require, and the term "person" shall include an individual, a corporation, a limited liability company, an association, a partnership, a trust, an organization and any other form of entity. Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. All references herein to any document, instrument, or agreement shall be deemed to refer to such document, instrument, or agreement as the same may be amended, modified, restated, supplemented, or replaced from time to time. Except to the extent varied by this Agreement, all terms used herein which are defined by the Uniform Commercial Code, as in effect from time to time in the State of Georgia, shall have the same meanings hereunder as assigned to them by the Uniform Commercial Code, as in effect from time to time in the State of Georgia. As used herein, "Default Rate" shall mean a per annum rate of simple interest equal to the lesser of (a) 5.5% more than, and fluctuating automatically at that level with, the prime rate utilized by Bank and (b) the maximum non-usurious interest rate the Company may pay by law. The Company acknowledges that Bank's prime rate is an index or reference rate from time to time established and used by Bank to fix interest rates to loans which are made by Bank to its various customers, which loans may be made by Bank at, above or below said prime rate.

In the event of any conflict or inconsistency among any of the various provisions contained in this Agreement or in the Loan Agreement or any other Documents, the provisions most favorable to Bank shall control.

IN WITNESS WHEREOF, the Company has duly executed and delivered this Agreement, under seal, as of the day and year first written above.

COMPANY:

PRETTY PRODUCTS, LLC, a Michigan limited liability company

By: 
Name: Jeffrey K. Willis
Title: Manager

(SEAL)

Previous legal and/or trade names of the Company: None.


Tax Identification Number of Company: 

EXHIBIT "A"

BUSINESS LOCATIONS

1513 Redding Drive
LaGrange, Georgia 30240

One Timco Drive
Mt. Pleasant, Tennessee 38474

WAREHOUSES

437 Cambridge Road
Coshocton, Ohio 43812

1535 Enterprise Parkway
Wooster, Ohio 44691