



01-24-2002



101958552
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
S/R Industries, Inc. 1-18-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Fleet Capital Corporation
Internal
Address: Suite 800
Street Address: 300 Galleria Parkway
City: Atlanta State: GA Zip: 30339

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Rhode Island
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 14, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
See attached Exhibit A

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 12

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Steven L. Schaaf
 Internal Address: Parker, Hudson, Rainer
& Dobbs LLP
 Street Address: 1500 Marquis Two Tower
285 Peachtree Center Avenue, N.E.
 City: Atlanta State: GA Zip: 30303

7. Total fee (37 CFR 3.41).....\$ 315.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven L. Schaaf [Signature] 1/17/02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

01/24/2002 LUNELLER 00000156 1231007
 01 FC:441
 02 FC:462
 40.00 OP
 275.00 OP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 2429 FRAME: 0657

EXHIBIT A
to Trademark Recordation Form Cover Sheet

Trademarks of S/R Industries, Inc.

Continuation of Item 4:

Trademark Registration Numbers

1231007
1111293
0911525
0933067
2169416
2135587
2030216
1154835
1634854
1472166
1435644
1369214

{176473.1} 000052-00285



**AMENDED AND RESTATED
TRADEMARK AND TRADE NAME SECURITY AGREEMENT**

WHEREAS, S/R INDUSTRIES, INC., a Delaware corporation, with its chief executive office at 5482 Argosy Drive, Huntington Beach, California (hereinafter referred to as "Debtor"), has acquired, adopted and used, and is using the trademarks and/or trade names listed in Exhibit A attached hereto and made a part hereof, which, as indicated in Exhibit A, are registered in the United State Patent and Trademark Office (the "Trademark Collateral"); and

WHEREAS, Debtor and BankBoston, N.A., a national banking association ("BankBoston"), entered into an Amended and Restated Loan and Security Agreement (herein referred to as the "Loan Agreement"), dated as of June 30, 1998, by which Debtor granted to BankBoston security interests in said trademarks and trade names and the applications or registrations thereof, as collateral security for the obligations of Debtor, as set forth in the Loan Agreement; and

WHEREAS, Debtor and BankBoston entered into a Trademark and Trade Name Security Agreement dated as of July 1, 1998 (the "Trademark Security Agreement"); and

WHEREAS, effective March 1, 2000, Fleet National Bank merged with and into BankBoston, N.A., with BankBoston, N.A. as the surviving entity (the "Merger"). BankBoston, N.A. thereupon changed its name to Fleet National Bank ("Fleet Bank"). In connection with the Merger, all of Fleet Bank's interest in the loans and obligations evidenced by the Loan Agreement have been assigned to Fleet Capital Corporation, which assignment was acknowledged and agreed to by Debtor; and

WHEREAS, in order to clarify the security interests in favor of Fleet Capital Corporation (the "Secured Party"), and to permit proper recording of notice of such security interests, Debtor and Secured Party have agreed to hereby amend and restate the Trademark Security Agreement to confirm the security interests in favor of Secured Party in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant, transfer, assign and convey a security interest to Secured Party in all rights, titles and interest in and to the said trademarks and trade names, together with the goodwill of the business symbolized by the trademarks and trade names, and in the registrations or applications for registration thereof.

Debtor further covenants and warrants to Secured Party:

- (a) that Debtor is the sole exclusive owner of the trademarks and trade names and all rights comprised in the trademarks and trade names, subject to limitations imposed by law, and has the full authority to make this assignment;

{175395.1} 000052-00285

- (b) that the trademarks and trade names have not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrances;
- (c) that to its knowledge, the validity of the trademarks and trade names has never been questioned;
- (d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder; and
- (e) that the trademarks and trade names and all rights comprised in the trademarks and trade names shall not be licensed or assigned in any manner without prior permission from Secured Party.

Upon the occurrence of an Event of Default (as defined in the Loan Agreement), Secured Party shall have all rights and remedies available under the Loan Documents (as defined in the Loan Agreement), as well as available at law or equity, with respect to the Trademark Collateral.

THIS AMENDED AND RESTATED TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF TENNESSEE, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amended and Restated Trademark and Trade Name Security Agreement on the 14th day of January, 2002, to be effective as of July 1, 1998.

S/R INDUSTRIES, INC.

By:  Robert H. Ruxin

Title: Vice President

ACCEPTED as of the date hereof.

FLEET CAPITAL CORPORATION

By: 

Title: Vice President

STATE OF Massachusetts)

COUNTY OF Middlesex)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Robert H. Ruxin with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be Vice President of S/R Industries, Inc., the within named bargain or, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office in Concord, MA this 14th day of January, 2002.

Luzmila M. Gastan
Notary Public

My Comm. expires April 11, 2008

STATE OF ~~Massachusetts~~ Georgia

COUNTY OF ~~MIDDLESEX~~ Cobb

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Ashley Cone with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be Vice President of Fleet Capital Corporation, the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office in Cobb Co. Georgia, this 16th day of January, 2002.

Kristen S. Papageorge
Notary Public

My Comm. expires 6/15/02



EXHIBIT A

Trademarks of S/R Industries, Inc.

1231007
1111293
0911525
0933067
2169416
2135587
2030216
1154835
1634854
1472166
1435644
1369214

{175395.1} 000052-00285