

03-19-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2008)  
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DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102393590

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

1. Name of conveying party(ies): 3-17-03  
Carsonite International Corporation  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State - Nevada  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Heller Financial, Inc.  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 500 West Monroe Street  
City: Chicago State: IL Zip: 60661  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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: 01/31/2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
1,394,067    1,917,970    1,992,415  
Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: ..... 9

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Mariann R. Murphy  
Internal Address: Jenner & Block, LLC  
Street Address: One IBM Plaza  
City: Chicago State: IL Zip: 60611

7. Total fee (37 CFR 3.41).....\$ 240.00  
 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.*  
Mariann R. Murphy      Mariann R. Murphy      March 12, 2003  
Name of Person Signing      Signature      Date  
Total number of pages including cover sheet, attachments, and document: 25

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

03/18/2003 TDIAZ1 00000128 1394067  
01 FC:8521 40.00 OP  
02 FC:8522 200.00 OP

TRADEMARK  
REEL: 002696 FRAME: 0979

# Recordation Form Cover Sheet - Trademarks Only

## Continuation of Box 4B:

2,013,031

2,039,834

2,269,551

2,362,084

2,395,516

2,633,506

**FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (“Amendment”) made by **Carsonite International Corporation**, a Nevada corporation (the “Grantor”) in favor of **Heller Financial, Inc.**, (the “Agent”) dated as of January 31, 2003.

WHEREAS, the Grantor and Agent, among others, are parties to that certain Amended and Restated Credit Agreement dated as of May 28, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), which Credit Agreement amended and restated that certain Credit Agreement by and among Grantor, Agent and certain other parties dated as of February 2, 1995 (the “Original Credit Agreement”), pursuant to which the Lenders (as defined in the Credit Agreement) agreed to extend loans and certain other financial accommodations to the Grantor;

WHEREAS, pursuant to the Original Credit Agreement, the Grantor has granted to the Lenders a security interest in substantially all of the Grantor’s assets, including, without limitation, under that certain Trademark Security Agreement dated as of February 2, 1995 (the “Trademark Security Agreement”), all of its all of its Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was duly recorded in the United States Patent and Trademark Office on February 27, 1995, Reel/Frame # 1310/0463, in the form attached hereto as Exhibit 1.

WHEREAS, since the date of the Grantor’s execution of the Trademark Security Agreement, the Grantor has acquired interests in certain additional Trademark Collateral (the “New Trademark Collateral”); and

WHEREAS, in accordance with Section 5 of the Trademark Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademark Collateral;


NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule 1 as referred to in the Trademark Security Agreement shall be deemed to refer to Schedule 1 as amended by the addition of the New Trademark Collateral scheduled on Schedule 1 attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, the Grantor and the Agent, on behalf of itself and the other Lenders, have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

**CARSONITE INTERNATIONAL  
CORPORATION**

By   
Its President & CEO

Agreed and Accepted this 31 day of January,  
2003

**HELLER FINANCIAL, INC.**

By \_\_\_\_\_  
Its \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor and the Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

**CARSONITE INTERNATIONAL  
CORPORATION**

By \_\_\_\_\_  
Its \_\_\_\_\_

Agreed and Accepted this \_\_\_\_ day of January,  
2003

**HELLER FINANCIAL, INC.**

By Geoffrey K Hall  
Its Duly Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF OHIO                    )  
                                          )SS.  
COUNTY OF CUYAHOGA )

I, Steven C. Bersticker, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Stanley D. Burson, the President and CEO of **CARSONITE INTERNATIONAL CORPORATION**, a Nevada corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of this 31st day of January, 2003.



\_\_\_\_\_  
Notary Public

Cuyahoga County, Ohio

STEVEN C. BERSTICKER, Atty  
Notary Public, State of Ohio  
My comm. has no expir. date  
Section 147.03 R.C.

ACKNOWLEDGMENT

STATE OF IL)  
)SS.  
COUNTY OF COOK)

I, Cheryl Henrikson, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Geoffrey Hall, the Vice President of HELLER FINANCIAL, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of January, 2003

Cheryl Henrikson  
Notary Public

COOK County, Illinois

My Commission Expires:

March 24, 2004



**Schedule 1 to First Amendment To  
Trademark Security Agreement - Carsonite**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
MISC. DESIGN	1,992,415	08/13/96
MISC. DESIGN	2,013,031	11/05/96
SURVIVOR	1,917,970	09/12/95
TRACE-O-FLEX	2,039,834	02/25/97
SCEPTER	2,269,551	08/10/99
TUFFCAT	2,362,084	06/27/00
VISI-POST	2,395,516	10/17/00
ROADMARKER	2,633,506	10/08/02
OPTIPED	1,394,067	05/20/86



**UNREGISTERED TRADEMARKS**

**HAZARD MARKER**

**ISLAND SENTRY**

**GUARDIAN**

**I-FLEX**

**TRACE-O-FLEX**

**TRADEMARK LICENSES**

License Agreement, dated October 5, 1990, by and between Carsonite International and Little League Baseball, Inc.

Exclusive License and Distribution Agreement, dated August 23, 1990, by and between Carsonite International, Inc. and Illum-A-Guard Safety Products Company, Inc., as amended pursuant to that First Amendment to August 23, 1990 Exclusive License and Distribution Agreement.

Settlement Agreement, dated March 22, 1993, by and between Carsonite International and Safe-Hit Corporation.

900903.1

**EXHIBIT 1**

**COPY OF RECORDED TRADEMARK SECURITY AGREEMENT**

# CONTINUATION OF ITEM 4

## Schedule 1 to Trademark Security Agreement - Carsonite

### U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CARSONITE ROADMARKER	1,136,829	6/10/80
FLEXTRON	1,172,963	10/13/81
CURV-FLEX	1,183,767	12/29/81
CATHOD-O-FLEX	1,306,823	11/27/84
PATHFINDER	1,417,549	11/18/86
CARSONITE	1,477,711	2/23/88
MODULAR GUIDANCE SYSTEM	1,496,764	7/19/88
YOUR MARKING EXPERTS	1,506,397	9/27/88
UV SHIELD	1,545,402	6/27/89
UV SHIELD (LOGO)	1,545,403	6/27/89
HCFA	1,570,632	12/12/89
PERMA-POST	1,614,908	9/25/90
TUFF-WEAVE	1,639,749	4/2/91
SUPER DUCK	1,665,061	11/19/91
TIRELENE	1,784,842	7/27/93

2/1/95

1 of 4

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TRADEMARK  
REEL: 002696 FRAME: 0989

U.S. TRADEMARK REGISTRATIONS (CON'T)

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
IMPACTOR	1,793,690	9/21/93
SENTRY	1,852,409	9/6/94

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
C-FLEX	74/459,702	11/18/93
MILE POST AND DESIGN	74/561,907	8/17/94
K MARKER AND DESIGN	74/561,908	8/17/94
SIGN SUPPORT POST AND DESIGN	74/561,909	8/17/94
ROADMARKER AND DESIGN	74/561,910	8/17/94
VISIBILITY ENHANCER AND DESIGN	74/561,911	8/17/94
SUPER DUCK FLAT AND DESIGN	74/562,238	8/17/94
BOUNDARY MARKER AND DESIGN	74/562,239	8/17/94
CURVFLEX AND DESIGN	74/562,240	8/17/94

