

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment No. 1 to Amended & Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Automated Concepts, L.L.C.		11/30/2004	Limited Liability Company: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Foothill, Inc.		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2068127	AUTOMATED CONCEPTS	
Serial Number:	78469556	RIBS	
Serial Number:	78469583	GRIPPER FLIPPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-683-6339		
<b>Email:</b>	claudiaimmerzeel@paulhastings.com		
<b>Correspondent Name:</b>	Paul Hastings Janofsky & Walker LLP		
<b>Address Line 1:</b>	515 S. Flower Street, 25th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Claudia Immerzeel		
<b>Signature:</b>	/Claudia Immerzeel/		

OP \$90.00 2068127

Date:

12/27/2004

**Total Attachments: 7**

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**AMENDMENT NUMBER ONE TO AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

**THIS AMENDMENT NUMBER ONE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Amendment"), dated as of November 30, 2004, is entered into by and among **SIERRA CONCEPTS CORPORATION**, a Maryland corporation ("Parent"), each of Parent's Subsidiaries identified on the signature pages hereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Debtor", and individually and collectively, jointly and severally, as the "Debtors"), and **WELLS FARGO FOOTHILL, INC.** (formerly known as Foothill Capital Corporation), a California corporation ("WFF"), as the arranger and administrative agent for the Lenders ("Secured Party"), with reference to the following:

**W I T N E S S E T H**

**WHEREAS**, Debtors, Secured Party, and WFF, as sole "Lender", are each party to that certain Amended and Restated Loan and Security Agreement, dated as of June 30, 2004 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to Debtors, and pursuant to which Debtors have granted to Secured Party, for the benefit of the Lender Group and any Bank Product Provider, security interests in (among other things) certain of the general intangibles of Debtors;

**WHEREAS**, Debtors, Secured Party, and WFF are parties to that certain Amended and Restated Trademark Security Agreement dated as of June 30, 2004 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"); and

**WHEREAS**, Debtors and Agent have agreed to amend the Trademark Security Agreement as set forth herein.

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

1. **DEFINITIONS.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Trademark Security Agreement, as amended hereby.

2. **AMENDMENTS TO TRADEMARK SECURITY AGREEMENT.**

(a) The Trademark Security Agreement is hereby amended by adding the trademarks listed on Schedule A attached hereto to the list of trademarks set forth on Schedule A to the Trademark Security Agreement.

3. **ENTIRE AMENDMENT; EFFECT OF AMENDMENT.** This Amendment, and terms and provisions hereof, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior or contemporaneous amendments relating to the subject matter hereof. Except for the amendment to the Trademark Security Agreement

expressly set forth herein, the Trademark Security Agreement shall remain unchanged and in full force and effect. This Amendment is a Loan Document.

4. **COUNTERPARTS; ELECTRONIC EXECUTION.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

5. **MISCELLANEOUS.** Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to “this Agreement”, “hereunder”, “herein”, “hereof” or words of like import referring to the Trademark Security Agreement shall mean and refer to the Trademark Security Agreement as amended by this Amendment.

[signature page to follow]

IN WITNESS WHEREOF, Debtors and Agent have caused this Amendment to be duly executed and delivered as of the date first written above.

**SIERRA CONCEPTS CORPORATION,  
a Maryland corporation**

By: Charles A. Cusumano  
Title: CFO

**ELLISON MACHINERY CO.,  
a California corporation**

By: Charles A. Cusumano  
Title: VICE PRESIDENT

**ELLISON MACHINERY COMPANY OF  
MINNESOTA,  
a Minnesota corporation**

By: Charles A. Cusumano  
Title: VICE PRESIDENT

**ELLISON MACHINERY COMPANY OF  
NORTHERN CALIFORNIA,  
a California corporation**

By: Charles A. Cusumano  
Title: VICE PRESIDENT

**ELLISON MACHINERY COMPANY OF  
SOUTHERN CALIFORNIA,  
a California corporation**

By: Charles A. Cusumano  
Title: VICE PRESIDENT

**ELLISON MACHINERY COMPANY OF  
THE MIDWEST,  
an Illinois corporation**

By: Charles A. Cusumano  
Title: VICE PRESIDENT

**ELLISON MACHINERY COMPANY OF  
THE NORTHWEST,  
a Washington corporation**

By: Charles A. Cusumano  
Title: VICE PRESIDENT

**ELLISON MACHINERY COMPANY OF  
WISCONSIN,  
a Wisconsin corporation**

By: Charles A. Cusumano  
Title: VICE PRESIDENT

**JRP MACHINERY, LLC,  
a Texas limited liability company**

By: Ellison Machinery Co., a California  
corporation,  
Its Sole Member

By: Charles A. Cusumano  
Title: VICE PRESIDENT

**SCC MANUFACTURING, INC.,  
a California corporation**

By: Charles A. Cusumano  
Title: VICE PRESIDENT

**SUPERIOR METALWORKING  
SYSTEMS, INC.,  
a California corporation**

By: Charles A. Curran  
Title: VICE PRESIDENT

**AUTOMATED CONCEPTS, L.L.C.,  
an Iowa limited liability company**

By: Charles A. Curran  
Title: VICE PRESIDENT

WELLS FARGO FOOTHILL, INC.,  
a California corporation, as Agent

By: *Daniel Whitwer*  
Name: DANIEL WHITWER  
Title: VICE PRESIDENT

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 002997 FRAME: 0791



**SCHEDULE A**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Debtor</b>	<b>Serial Number</b>	<b>Mark</b>	<b>USPTO Application or Registration Number</b>	<b>Issue Date</b>
Automated Concepts, L.L.C.	75/049,554	AUTOMATED CONCEPTS	2,068,127	6/3/97
Automated Concepts, L.L.C.	78/469,556	RIBS	Pending	Filing Date: 8/18/04
Automated Concepts, L.L.C.	78/469,583	GRIPPER FLIPPER	Pending	Filing Date: 8/18/04