

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignor previously recorded on Reel 004607 Frame 0655. Assignor(s) hereby confirms the Decree of Distribution.		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AJAX CUSTOM GRIPS, INC.		03/02/2010	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sterling Bank		
<b>Street Address:</b>	2900 N. Loop West, Suite 160		
<b>Internal Address:</b>	Brookhollow Central I-III		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77092		
<b>Entity Type:</b>	Chartered Bank: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2262838	PEARLITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(816)474-3216		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	816-474-8100		
<b>Email:</b>	sfbaction@spencerfane.com		
<b>Correspondent Name:</b>	Kyle L. Elliott		
<b>Address Line 1:</b>	1000 Walnut Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64106		
<b>ATTORNEY DOCKET NUMBER:</b>	5018010-3		
<b>NAME OF SUBMITTER:</b>	Kyle L. Elliott		
<b>Signature:</b>	/kle/		

OP \$40.00 2262838

Date:

08/19/2011

**Total Attachments: 29**

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	DECREE OF DISTRIBUTION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United States Bankruptcy Court for the Northern District of Texas		03/02/2010	FEDERAL AGENCY: UNITED STATES
RECEIVING PARTY DATA			
Name:	Sterling Bank		
Street Address:	2900 N. Loop West, Suite 160		
Internal Address:	Brookhollow Central I-III		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77092		
Entity Type:	Chartered Bank: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2262838	PEARLITE	
CORRESPONDENCE DATA			
Fax Number:	(816)474-3216		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	816-474-8100		
Email:	sfbaction@spencerfane.com		
Correspondent Name:	Kyle L. Elliott		
Address Line 1:	1000 Walnut Street		
Address Line 2:	Suite 1400		
Address Line 4:	Kansas City, MISSOURI 64106		
ATTORNEY DOCKET NUMBER:	5018010-3		
NAME OF SUBMITTER:	Kyle L. Elliott		
Signature:	/kle/		

OP- \$40.00 2262838

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**ENTERED**

TAWANA C. MARSHALL, CLERK  
THE DATE OF ENTRY IS  
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

**United States Bankruptcy Judge**

Signed March 2, 2010

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

IN RE:	§	
	§	
AJAX CUSTOM GRIPS, INC.,	§	Case No. 09-38295-SGJ-7
	§	
	§	HEARING SCHEDULED:
Debtor.	§	<b>FEBRUARY 25, 2010 @ 1:30 P.M.</b>

**ORDER GRANTING STERLING BANK'S  
MOTION TO LIFT AUTOMATIC STAY**

Came on before the Court the Motion for Relief from Automatic Stay filed on January 30, 2010, by STERLING BANK, a creditor and party-in-interest herein. The Court has reviewed the pleadings on file in this case and takes notice that neither the Chapter 7 Trustee nor any other party has filed a written objection to Sterling Bank's Motion. Upon review of the Motion and having determined that notice of the Motion was appropriate, the Court is of the opinion that the Motion should be granted, good and sufficient cause appearing therefore; it is, accordingly,

ORDERED that the Motion for Relief from Automatic Stay shall be, and hereby is, granted in all respects. The Court finds that sufficient cause exists for terminating the automatic stay provided by 11 U.S.C. §362; and it is,

FURTHER ORDERED that the automatic stay provided by Bankruptcy Code Section 362 should be, and it hereby is, terminated immediately to allow Sterling Bank, its successors and/or assigns, to exercise any and all rights and remedies available to it under Texas law, Federal law, equity, and/or the written loan and security documents originally executed by and between the Debtor and Sterling Bank, with respect to any and all property pledged as collateral to Sterling Bank by or on behalf of the Debtor, including without limitation the property described more particularly in the parties' loan documents as follows:

COLLATERAL DESCRIPTION. The word "Collateral" as used [herein] means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor [Debtor Ajax Custom Grips, Inc.] is giving to Lender [Sterling Bank] a security interest for the payment of the indebtedness and performance of all other obligations under the Note and [the Security] Agreement:

All Inventory, Chattel Paper, Accounts and General Intangibles

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether In the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

which relief from the automatic stay shall include, but is not limited to, the execution of non-judicial foreclosure sales of those properties as may be permitted by law; and it is

FURTHER ORDERED that the requirement of Bankruptcy Rule 4001(a)(3) hereby is waived, allowing this Order to be effective upon the entry of same.

## END OF ORDER ###

Prepared by:

/s/ Anthony Petrocchi  
Anthony A. Petrocchi  
Texas Bar No. 15851700  
WEIL & PETROCCHI, P.C.  
1601 Elm Street, Suite 1900  
Dallas, Texas 75201  
(214) 969-7272 (office)  
(214) 880-7402 (fax)

Attorneys for Sterling Bank

Anthony A. Petrocchi  
Texas State Bar No. 15851700  
Weil & Petrocchi, P.C.  
1601 Elm Street, Suite 1900  
Dallas, Texas 75201  
(214) 969-7272 Office  
(214) 880-7402 Facsimile

**ATTORNEYS FOR STERLING BANK**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

IN RE:

AJAX CUSTOM GRIPS, INC.,

Debtor.

§  
§  
§  
§  
§  
§

Case No. 09-38295-SGJ-7

HEARING SCHEDULED:

**FEBRUARY 25, 2010 @ 1:30P.M.**

**MOTION AND BRIEF OF STERLING BANK FOR RELIEF  
FROM THE AUTOMATIC STAY OR IN THE  
ALTERNATIVE FOR ADEQUATE PROTECTION AND  
FOR WAIVER OF 30-DAY HEARING REQUIREMENT**

**NOTICE**

NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT 1100 COMMERCE ST., DALLAS, TX 75242 BEFORE 4:00 P.M. ON THE 16<sup>TH</sup> DAY OF FEBRUARY, 2010, WHICH IS TWELVE (12) DAYS FROM THE DATE OF SERVICE HEREOF PLUS THREE DAYS HAVE BEEN ADDED FOR MAILING.

ANY RESPONSE MUST BE IN WRITING AND FILED WITH THE CLERK, AND A COPY MUST BE SERVED UPON COUNSEL FOR THE MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH HEREIN. IF A RESPONSE IS FILED, A HEARING WILL BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.



TO THE HONORABLE JUDGE OF SAID COURT:

STERLING BANK, a creditor in the above-styled and numbered bankruptcy proceeding, hereby moves the Court to lift the automatic stay of 11 U.S.C. §362(d) or in the alternative for Adequate Protection pursuant to 11 U.S.C. §361 and §363(e), and would respectfully show the Court the following:

### **JURISDICTION**

1. This Court has jurisdiction over this contested matter pursuant to 28 U.S.C. §1334 and §157 (b)(1).

2. Venue is proper before this Court pursuant to 28 U.S.C. §1408 and §1409. The statutory predicates for the relief requested herein are 11 U.S.C. §§105, 361, 362 and 363(e), as supplemented by the Federal Rule of Bankruptcy Procedure 4001.

3. AJAX CUSTOM GRIPS, INC. (“Debtor”), filed its voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code (11 U.S.C. §101, *et seq.*) on December 1, 2009.

4. Movant Sterling Bank is a secured creditor and party-in-interest in these proceedings.

### **INDEBTEDNESS**

5. On or about August 8, 2008, Debtor for good and valuable consideration, made, executed and delivered to Sterling Bank a Promissory Note in the original principal amount of \$476,660.32 (the “Note”). Sterling Bank is the current owner and holder of the Note.

6. To secure the Note, Ajax executed that certain Commercial Security Agreement (the “Security Agreement”) dated August 8, 2008, to and for the benefit of Sterling Bank.

7. The Security Agreement covers the following described property, to-wit:

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor [Ajax] is giving to Lender [Sterling Bank] a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Chattel Paper, Accounts and General Intangibles

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether In the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

8. Sterling Bank perfected its lien on the Collateral by filing a UCC-1 Financing Statement with the Texas Secretary of State.

9. The principal balance owing on the Note to Sterling Bank by Ajax as of December 1, 2009 (the Petition Date") was principal in the amount of \$456,721.04, plus accrued and unpaid

interest in the amount of \$13,301.14, and late fees of \$2,280.00. Interest continues to accrue on the Note at a per diem rate of \$53.92.

### ARGUMENTS AND AUTHORITIES

10. Pursuant to Bankruptcy Code §362(d)(1), Sterling Bank requests that the Court grant it relief from the automatic stay to allow it to take any and all steps necessary, pursuant to the Note, Security Agreement, and applicable state law, to foreclose its lien(s) on the Collateral. The statutory predicate for granting this relief from the automatic stay is Bankruptcy Code. §362(d)(1). That section provides:

On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under section (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay—

- (1) for cause, including the lack of adequate protection of an interest in property of such party in interest;

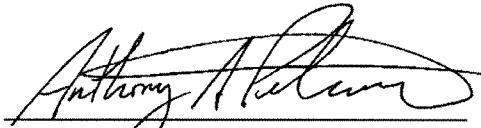
11. Pursuant to Bankruptcy Code §362(d)(1) of the Bankruptcy Code, the Court shall grant stay relief “for cause” including the lack of adequate protection. The Debtor is using or has abandoned Sterling Bank’s Collateral, and the Collateral is depreciating in value. Ajax has not provided any form of adequate protection payments to Sterling Bank as required by 11 U.S.C. §§361, 362, or 363(e).

12. Accordingly, Sterling Bank’s interest is not adequately protected, and cause exists to grant Sterling Bank relief from the automatic stay.

WHEREFORE, Creditor Sterling Bank prays for an order granting it relief from the automatic stay of 11 U.S.C. §362(a) as it applies to the Debtor, Debtor’s Estate, and the Collateral as described herein, and for an order allowing Sterling Bank to foreclose its lien on the Collateral

pursuant to its Security Agreement. In the alternative, Sterling Bank prays for an order directing Debtor to pay Sterling Bank adequate protection payments, provide Sterling Bank with insurance on its collateral, plus attorney's fees incurred in filing this Motion, and further providing for stay relief if Debtor fails to provide insurance and make future monthly adequate protection payments on the Note. Sterling Bank further prays that the ten day period otherwise imposed by Federal Rules of Bankruptcy Procedure 4001(a)(3) not be applicable to this Motion, and for such other and further relief in law and inequity to which Sterling Bank may show itself to be justly entitled.

Respectfully submitted,



Anthony A. Petrocchi  
Texas Bar No. 15851700  
[tpetrocchi@sbcglobal.net](mailto:tpetrocchi@sbcglobal.net)

WEIL & PETROCCHI, P.C.  
1601 Elm Street, Suite 1900  
Dallas, Texas 75201  
(214) 969-7272 (office)  
(214) 880-7402 (fax)

ATTORNEYS FOR CREDITOR  
STERLING BANK

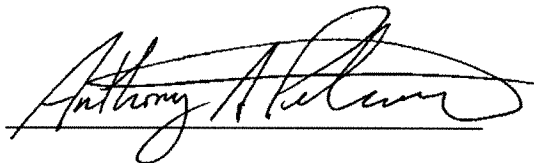
**CERTIFICATE OF SERVICE**

A copy of the foregoing Sterling Bank's Motion to Lift the Automatic Stay or for Adequate Protection has been served on all interested parties by email or by depositing same in the United States mail, postage prepaid, on the 29<sup>th</sup> day of January, 2010, including the following persons:

Weldon L. Moore, III  
Creel, Sussman & Moore, L.L.P.  
8235 Douglas Ave., Suite 1100  
Dallas, Texas 75225

Diane G. Reed, Trustee  
604 Water Street  
Waxahachie, Texas 75165

U.S. Trustee  
Office of the U.S. Trustee  
1100 Commerce Street , Room 976  
Dallas, Texas 75242-1496

A handwritten signature in black ink, appearing to read "Anthony A. Reed", written over a horizontal line.

tp\sterling\ajax\lift-stay-motion

Anthony A. Petrocchi  
Texas State Bar No. 15851700  
Weil & Petrocchi, P.C.  
1601 Elm Street, Suite 1900  
Dallas, Texas 75201  
(214) 969-7272 Office  
(214) 880-7402 Facsimile

**ATTORNEYS FOR STERLING BANK**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

IN RE: §  
AJAX CUSTOM GRIPS, INC., § Case No. 09-38295-SGJ-7  
Debtor. § HEARING SCHEDULED:  
§ **FEBRUARY , 2010 @ 10:00A.M.**

**AFFIDAVIT OF MICHAEL DENSON**

PURSUANT TO LOCAL BANKRUPTCY RULE 4001.1(E), RESPONDING PARTIES MUST  
SERVE ANY EVIDENTIARY AFFIDAVITS IN RESPONSE TO THIS AFFIDAVIT AT LEAST  
FORTY-EIGHT (48) HOURS IN ADVANCE OF THE HEARING DATE.

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OR BEXAR §

Before me, the undersigned authority personally appeared Ron Carlock, who, being  
by me duly sworn, deposed as follows:

1. My name is Michael Denson. I am over 21 years of age and am a resident of San  
Antonio, Bexar County, Texas. I am a Vice-President of Sterling Bank, a creditor in the bankruptcy  
proceeding filed by Ajax Custom Grips, Inc. in case no.09-38295-SGJ-7, pending in the United  
States Bankruptcy Court for the Northern District of Texas, Dallas Division, in which proceeding

this affidavit is filed. I am competent in all respects to make this affidavit, the statements of which are true and correct and, unless noted otherwise, within my personal knowledge.

2. As part of my responsibility with my employer, Sterling Bank, I am one of the persons that assist in supervising the collection and recording of business records for Sterling Bank as those records are related to this Debtor, Ajax Custom Grips, Inc. I have been a custodian of such records during all times relevant to the transactions which are the subject of this Affidavit. The copies of documents attached hereto and marked as Exhibits A through C are taken from papers that are kept by Sterling Bank in the regular course of its business, and it was and is the regular course of Sterling Bank's business activity to make the record or to transmit the information thereof to be included in such record. The records are the originals or exact duplicates of the originals in the possession of Sterling Bank.

3. On or about August 8, 2008, Ajax Custom Grips, Inc. made, executed and delivered to Sterling Bank a Promissory Note in the original principal amount of \$476,660.32 (the "Note"). A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit A. Sterling Bank is the current owner and holder of the Note.

4. To secure the Note, Ajax executed that certain Commercial Security Agreement (the "Security Agreement") dated August 8, 2008, to and for the benefit of Sterling Bank. A true and correct copy of the Security Agreement is attached hereto and incorporated herein as Exhibit B. As set forth in the Security Agreement, the Note was secured in part by the accounts, inventory, furniture, fixtures, and equipment of Ajax Custom Grips, Inc.'s business operations, described in more detail therein as follows:

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor [Ajax] is giving to Lender [Sterling Bank] a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Chattel Paper, Accounts and General Intangibles

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

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- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether In the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.


5. The Note represents the renewal of an existing obligation originated with The Oaks Bank & Trust Company and subsequently transferred to Sterling Bank. The lien against the Collateral was originally perfected by filing a UCC-1 Financing Statement with the Texas Secretary of State on June 18, 2004. On July 19, 2006, that UCC-1 Financing Statement was amended by the filing of a UCC Financing Statement Amendment, which evidenced that Sterling Bank had become



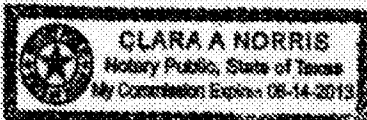
the secured party thereunder. On May 28, 2009, Sterling Bank caused its perfected lien to be renewed and continued by the filing of a UCC Financing Statement Amendment for Continuation. True and correct copies of those June 18, 2004, July 19, 2006, and May 28, 2009 statements are attached hereto and incorporated herein by collective reference as Exhibit C.

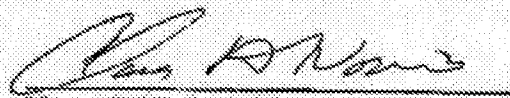
6. Ajax Custom Grips, Inc. is in default under the Note. All conditions precedent to Sterling Bank's rights under the Note and have occurred, including notice and demand. As of the December 1, 2009 date of the Debtor's filing its Voluntary Petition for Relief in the bankruptcy proceeding, the Note obligation past due and unpaid consisted of principal owed in the amount of \$456,721.04, plus accrued and unpaid interest owed in the amount of \$13,301.14, and late fees of \$2,280.00. Interest continues to accrue on the Note at a per diem rate of \$53.92.

7. Sterling Bank has no information in its possession which indicates that the Collateral currently is insured by the Debtor.

  
Michael Denson

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this 29<sup>th</sup>  
day of January, 2010.



  
Notary Public in and for  
the State of Texas

tpsterlingajaxdenson-affidavit

# Sterling Bank

## PROMISSORY NOTE

DATE	AMOUNT	INTEREST RATE	TERM	TYPE	STATUS
08/08/2008	\$478,880.32	6.000%	36 Months	Term	Outstanding

**Borrower:** AJAX CUSTOM GRPS, INC.  
 9130 VISCOUNT ROW  
 DALLAS, TX 75247-5414

**Lender:** Sterling Bank  
 Market Center  
 1250 West Montford Lane  
 Dallas, TX 75247

**Principal Amount:** \$478,880.32      **Initial Rate:** 6.000%      **Date of Note:** August 8, 2008

**PURPOSE TO PAY:** AJAX CUSTOM GRPS, INC. ("Borrower") provides to pay to Sterling Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Seventy-eight Thousand Six Hundred Sixty & 32/100 Dollars (\$478,880.32), together with interest on the unpaid principal balance from August 8, 2008, until maturity.

**PAYMENT.** Subject to any payment changes resulting from changes to the Index, Borrower will pay this loan in 36 regular payments of \$9,703.90 each and one regular last payment estimated at \$942,008.10. Borrower's first payment is due September 10, 2008, and all subsequent payments are due on the same day of each month thereafter. Borrower's final payment will be due on August 10, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. The annual interest rate for this Note is computed as a 360/360 basis that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding, unless such calculation would result in a quotient rate, in which case interest shall be calculated on a per diem basis of a year of 365 or 366 days, as the case may be. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes to an independent index which is the Wall Street Prime Rate as published in the Wall Street Journal (the "Index"). The Index is not necessarily the interest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this Note, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 5.500% per annum. The interest rate to be applied prior to maturity to the unpaid principal balance during this Note will be at a rate of 1.000 percentage point over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 6.500% per annum.

**NOTICE:** Under no circumstances will the interest rate on this Note be less than 1.000% per annum or more than (a) the maximum rate for any higher default rate or Prime Rate shown below the lesser of 18.000% per annum or the maximum rate allowed by applicable law. For purposes of this Note, the "maximum rate allowed by applicable law" means the greater of (A) the maximum rate of interest permitted under federal or other law applicable to the indebtedness evidenced by this Note, or (B) the "Usury Ceiling" as referred to in Sections 303.003 and 303.005 of the Texas Finance Code. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date; (B) increase Borrower's payments to cover accruing interest; (C) increase the number of Borrower's payments; and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Prepayment in full shall consist of payment of all the remaining unpaid principal balances together with all accrued and unpaid interest and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreements with Lender pertaining to this loan, and in no event will Borrower ever be required to pay any accrued interest. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constituted "payment in full" of the amount owed or that is marked with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Sterling Bank, Loan Center, PO Box 924408 Houston, TX 77282-4008.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

**POST MATURITY RATE.** The Post Maturity Rate on this Note is the lesser of (A) the maximum rate allowed by law or (B) 18.000% per annum. Borrower will pay interest on all funds due after final maturity, whether by acceleration or otherwise, at that rate.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

- Payment Default.** Borrower fails to make any payment when due under this Note.
- Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.
- False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or in related documents is false or misleading in any material respect, at the time or at the time made or furnished or becomes false or misleading at any time thereafter.
- Insolvency.** The declaration or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.
- Creditor or FairHew Proceedings.** Commencement of foreclosure or foreclosure proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing this Note. This includes a repossession of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or appropriateness of the action which is the basis of the creditor or FairHew proceeding and if Borrower gives Lender written notice of the creditor or FairHew proceeding and deposits with Lender cash or a surety bond for the creditor or FairHew proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.
- Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or resigns or disputes the validity of, its liability under, any guaranty of the indebtedness evidenced by this Note.
- Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.
- Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.
- Insolvency.** Lender in good faith believes itself insolvent.
- Other Proceedings.** If any default, other than a default in payment is curable, it may be cured if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately notifies Lender within Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire indebtedness, including the unpaid principal balance under this Note, all accrued unpaid interest, and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, immediately due, without notice, and then Borrower will pay that amount.

**ATTORNEY'S FEES; EXPENSES.** Lender may hire an attorney to help collect this Note if Borrower does not pay, and Borrower will pay Lender's reasonable attorney's fees. Borrower also will pay Lender all other amounts Lender actually incurs as court costs, travel fees for filing, recording, traveling to any public office any instrument securing this Note, the reasonable cost actually expended for researching, storing,

PROMISSORY NOTE  
(Continued)

Loan No: 20162346

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**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Texas.

**CHOICE OF VENUE.** If there is a lawsuit, and if the transaction evidenced by this Note occurred in <sup>DALLAS</sup> ~~Harris~~ County, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of <sup>DALLAS</sup> ~~Harris~~ County, State of Texas.

**DISHONORED CHECK CHARGE.** Borrower will pay a processing fee of \$25.00 if any check given by Borrower to Lender as a payment on this loan is dishonored.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**ADDITIONAL AND CORRECTION DOCUMENTS.** If, in Lender's opinion, the note or any other document evidencing, securing or pertaining to the Loan is misplaced, lost or incorrectly reflects the true and correct terms, conditions or provisions of the Loan, then Borrower will execute, acknowledge, initial and deliver to lender any and all additional or correction documents requested by Lender within ten (10) days of Lender's request.

Upon request from Lender, Borrower will pay to Lender all additional sums, prepaid interest, expenses, costs or fees in any manner connected with the Loan that were not collected at closing for any reason whatsoever, within ten (10) days of Lender's request.

Any request by Lender will be deemed given and received on the earlier of (i) the date such request is actually received by Borrower or (ii) three days after such request is mailed, postage prepaid and addressed to Borrower at the last known address of Borrower in Lender's records.

If Borrower fails or refuses within such ten day period to (i) execute, acknowledge, initial and deliver any such document requested by Lender, or (ii) pay any such fees, expenses, costs or interest, then each person or entity that fails or refuses to perform such act within such period will pay to Lender all losses, damages and expenses paid or incurred by Lender in any manner arising from or in connection with such failure or refusal, including (but not limited to) reasonable attorney's fees, and Borrower agrees that any such failure or refusal is a default and an Event of Default under the note and all other writings evidencing, securing or pertaining to the Loan.

**SPECIAL COVENANT CONCERNING MONEY SERVICES BUSINESSES.** Borrower is not now, and will not become, a Money Services Business, or MSB, as such term is now or hereafter defined by the Financial Crimes Enforcement Network ("FinCEN") under the Bank Secrecy Act regulations, as such regulations may be modified from time to time.

**RENEWAL AND EXTENSION.** This Note is given in renewal and extension and not in novation of the following described indebtedness: ORIGINAL PROMISSORY NOTE DATED 06/30/2006 IN THE PRINCIPAL AMOUNT OF 450,000.00.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not effect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Texas (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. The right to accelerate maturity of sums due under this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to charge or collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan evidenced by this Note until payment in full so that the rate or amount of interest on account of the loan evidenced hereby does not exceed the applicable usury ceiling. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, notice of dishonor, notice of intent to accelerate the maturity of this Note, and notice of acceleration of the maturity of this Note. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

AJAX CUSTOM GRIPS, INC.  
By: *Norman Rosenberg*  
NORMAN ROSENBERG, President of  
CUSTOM GRIPS, INC.

Lender FPO Lending, Inc. 8-00-02-001 CAPS, National Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - 5X C:\MSD\WORK\GTE\AJAX\2010\AJ 10-2010-10-04



**COMMERCIAL SECURITY AGREEMENT**

Principal	Loan Date	Maturity	Loan No.	Coll./Coll	Account	Officer	Initial
3475,660.32	08-08-2008	08-10-2009	20182345	01783 / 022	***	MAD	W

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Grantor:** AJAX CUSTOM GRIPS, INC.  
9130 VISCOUNT ROW  
DALLAS, TX 75247-5414

**Lender:** Sterling Bank  
Market Center  
1250 West Mockingbird Lane  
Dallas, TX 75247

THIS COMMERCIAL SECURITY AGREEMENT dated August 8, 2008, is made and executed between AJAX CUSTOM GRIPS, INC. ("Grantor") and Sterling Bank ("Lender").

**GRANT OF SECURITY INTEREST.** For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Chattel Paper, Accounts and General Intangibles

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise. However, this Agreement shall not secure, and the "indebtedness" shall not include, any obligations arising under Subchapters E and F of Chapter 342 of the Texas Finance Code, as amended.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signor(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Texas, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to

Loan No: 20162346

COMMERCIAL SECURITY AGREEMENT  
(Continued)

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the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

**Title.** Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

**Repairs and Maintenance.** Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

**Inspection of Collateral.** Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

**Taxes, Assessments and Liens.** Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

**Compliance with Governmental Requirements.** Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

**Hazardous Substances.** Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the indebtedness and the satisfaction of this Agreement.

**Maintenance of Casualty Insurance.** Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

**Application of Insurance Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditures, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

**Insurance Reserves.** Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

**Insurance Reports.** Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

**Financing Statements.** Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

**GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS.** Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the indebtedness.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures paid by Lender for such purposes will then bear interest at the Note

COMMERCIAL SECURITY AGREEMENT  
(Continued)

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apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note, or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Texas Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender may declare the entire indebtedness immediately due and payable, without notice of any kind to Grantor.

**Assemble Collateral.** Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter, provided Lender does so without a breach of the peace or a trespass, upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

**Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of racking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral; with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Collect Revenues, Apply Accounts.** Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

**Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

**Other Rights and Remedies.** Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**SPECIAL PROVISION CONCERNING ELECTRONIC TRACKING DEVICE.** Borrower consents to the installation and use by Lender of an electronic tracking device on the collateral pledged to secure this Loan.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys'

Loan No: 20162346

COMMERCIAL SECURITY AGREEMENT  
(Continued)

Page 4

any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Texas.

**Choice of Venue.** If there is a lawsuit, and if the transaction evidenced by this Agreement occurred in Harris County, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Harris County, State of Texas.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

**Borrower.** The word "Borrower" means AJAX CUSTOM GRIPS, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Default.** The word "Default" means the Default set forth in this Agreement in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6801, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Grantor.** The word "Grantor" means AJAX CUSTOM GRIPS, INC..

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

**Lender.** The word "Lender" means Sterling Bank, its successors and assigns.

**Note.** The word "Note" means the Note executed by AJAX CUSTOM GRIPS, INC. in the principal amount of \$476,560.32 dated August 8, 2008, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

COMMERCIAL SECURITY AGREEMENT  
(Continued)

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TERMS. THIS AGREEMENT IS DATED AUGUST 8, 2008.

GRANTOR:

AJAX CUSTOM GRIPS, INC.

By:   
NORMAN ROSENBERG, President of AJAX  
CUSTOM GRIPS, INC.

LESA PMU Lending, Via. S. ROSENBERG Corp. Mutual Fidelity Structure, Inc. 1987, 2008. All Rights Reserved. - TE C/P/N/L/A/R/D/C/N/P/C/E/S/T/2 18-363M P-8



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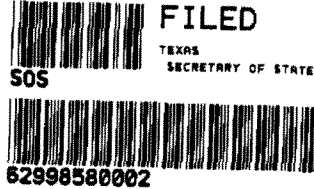
**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

04-0071931803

06/18/2004 05:00 PM

A. NAME & PHONE OF CONTACT AT FILER (optional)	
CORA FERGUSON	(214) 361-7400
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
THE OAKS BANK & TRUST COMPANY 4849 GREENVILLE AVE. DALLAS, TEXAS 75206	



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME			
AJAX CUSTOM GRIPS INC.			
OR		1b. INDIVIDUAL'S LAST NAME	
		FIRST NAME	MIDDLE NAME
		SUFFIX	
1c. MAILING ADDRESS		CITY	STATE
9130 VISCOUNT ROW		DALLAS	TX
		POSTAL CODE	COUNTRY
		75247	USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
75-1779099		CORPORATION	TEXAS
			1g. ORGANIZATIONAL ID#, if any
			<input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR		2b. INDIVIDUAL'S LAST NAME	
		FIRST NAME	MIDDLE NAME
		SUFFIX	
2c. MAILING ADDRESS		CITY	STATE
			POSTAL CODE
		COUNTRY	
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID#, if any
			<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME			
THE OAKS BANK & TRUST COMPANY			
OR		3b. INDIVIDUAL'S LAST NAME	
		FIRST NAME	MIDDLE NAME
		SUFFIX	
3c. MAILING ADDRESS		CITY	STATE
4849 GREENVILLE AVE.		DALLAS	TX
		POSTAL CODE	COUNTRY
		75206	USA

4. This FINANCING STATEMENT covers the following collateral:  
ACCOUNTS, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER AND OTHER RIGHTS TO PAYMENT: ALL RIGHTS I HAVE NOW AND THAT I MAY HAVE IN THE FUTURE TO THE PAYMENT OF MONEY INCLUDING BUT NOT LIMITED TO:  
 (A) PAYMENT FOR GOODS AND OTHER PROPERTY SOLD OR LEASED OR FOR SERVICES RENDERED, WHETHER OR NOT I HAVE EARNED SUCH PAYMENT BY PERFORMANCE; AND  
 (B) RIGHTS TO PAYMENT ARISING OUT OF ALL PRESENT AND FUTURE DEBT INSTRUMENTS, CHATTEL PAPER AND LOANS AND OBLIGATIONS RECEIVABLE. THE ABOVE INCLUDE ANY RIGHTS AND INTERESTS (INCLUDING ALL LIENS AND SECURITY INTERESTS) WHICH I MAY HAVE BY LAW OR AGREEMENT AGAINST ANY ACCOUNT DEBTOR OR OBLIGOR OF MINE.  
INVENTORY: ALL INVENTORY WHICH I HOLD FOR ULTIMATE SALE OR LEASE, OR WHICH HAS BEEN OR WILL BE SUPPLIED UNDER CONTRACTS OF SERVICE, OR WHICH ARE RAW MATERIALS, WORK IN PROCESS, OR MATERIALS USED OR CONSUMED IN MY BUSINESS.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOB  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

THE OAKS BANK & TRUST COMPANY



06-00243356

07/19/2006 05:00 PM

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



FILED

TEXAS  
SECRETARY OF STATE

SOS



137142180002

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone (800) 331-3282 Fax (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 5359 STERLING BANK	
UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071	8856856 TXTX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 040071931803 18-JUN-2004 SS TX 1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

**CHANGE** name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  **DELETE** name: Give record name to be deleted in item 6a or 6b.  **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

**6. CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME THE OAKS BANK & TRUST COMPANY				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

**7. CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME STERLING BANK				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS P.O. BOX 924009		CITY HOUSTON	STATE TX	POSTAL CODE 77292-4009	COUNTRY
--	--	-----------------	-------------	---------------------------	---------

7d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.  
 Describe collateral:  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME THE OAKS BANK & TRUST COMPANY				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**  
 8856856 Debtor Name: AJAX CUSTOM GRIPS INC. AJAX CUSTOM GRIPS INC 201

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

<b>A. NAME &amp; PHONE OF CONTACT AT FILER [optional]</b> CT Lien Solutions
<b>B. SEND ACKNOWLEDGMENT TO: (Name and Address)</b>  CT Lien Solutions 2727 Allen Parkway Ste. 100 Houston, TX 77019 USA

**FILING NUMBER:** 09-00150115  
**FILING DATE:** 05/28/2009 09:49 AM  
**DOCUMENT NUMBER:** 259634660001  
**FILED:** Texas Secretary of State  
**IMAGE GENERATED ELECTRONICALLY FOR XML FILING**  
**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1a. INITIAL FINANCING STATEMENT FILE #  
**04-0071931803**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  **ASSIGNMENT** (full or partial). Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 **CHANGE** name and/or address: Give current record name in item 6, also give new name and/or new address in item 7.  
 **DELETE** name: Give record name to be deleted in item 6a or 6b  
 **ADD** name: Complete item 7a or 7b, and also item 7c

6. CURRENT RECORD INFORMATION:

OR	6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

OR	7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS

	CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID# SSN OR ADD'L DEBTOR INFO / 7e. TYPE OF ORGANIZATION / 7f. ORG JURISDICTION / 7g. ORG. ID #, if any  
 NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.  
 Describe collateral  No change  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this amendment.

OR	9a. ORGANIZATION'S NAME			
	<b>STERLING BANK</b>			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY

B6B (Official Form 6B) (12/07) - Cont.

In re Ajax Custom Grips, Inc. Debtor Case No. \_\_\_\_\_

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.		<b>Registered trademark on name "Pearlite"; recent non-renewal of trademark name "Ajax" Location: 9130 Viscount Row, Dallas TX</b>	-	<b>Unknown</b>
23. Licenses, franchises, and other general intangibles. Give particulars.	<b>X</b>			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.		<b>Ajax Custom Grips, Inc. customer list Location: 9130 Viscount Row, Dallas TX</b>	-	<b>1,000.00</b>
25. Automobiles, trucks, trailers, and other vehicles and accessories.	<b>X</b>			
26. Boats, motors, and accessories.	<b>X</b>			
27. Aircraft and accessories.	<b>X</b>			
28. Office equipment, furnishings, and supplies.		<b>Office Furniture Location: 9130 Viscount Row, Dallas TX</b>	-	<b>2,500.00</b>
		<b>Computer system for accounting Location: 9130 Viscount Row, Dallas TX</b>	-	<b>2,000.00</b>
		<b>Computer system for manufacturing Location: 9130 Viscount Row, Dallas TX</b>	-	<b>1,000.00</b>
		<b>Kitchen tables, equipment, refrigerator and microwave Location: 9130 Viscount Row, Dallas TX</b>	-	<b>500.00</b>
		<b>Pictures on walls Location: 9130 Viscount Row, Dallas TX</b>	-	<b>250.00</b>
		<b>Copy machine, fax machine, telephone system and other office equipment Location: 9130 Viscount Row, Dallas TX</b>	-	<b>2,000.00</b>
		<b>Warehouse shelving and equipment Location: 9130 Viscount Row, Dallas TX</b>	-	<b>1,500.00</b>
		<b>Warehouse computers Location: 9130 Viscount Row, Dallas TX</b>	-	<b>750.00</b>

Sub-Total > **11,500.00**  
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property