

03-27-2002



Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

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

1. Name of conveying party(ies):

Taylor Made Credit Corp.

3-11-02

2. Name and address of receiving party(ies)

Name: Sovereign Bank

Internal Address:

Street Address: 75 State Street

City: Boston State: MA Zip: 02109

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other First Amendment to Intellectual Property Security Agreement

Execution Date: January 16, 2002

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 09/739274,
09/722542, 60/253113

B. Patent No.(s) 6,216,284 B1,
6,182,673 B1

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jean M. Maxwell

Internal Address: Trademark Legal Assistant
Coordinator

Street Address: Palmer & Dodge LLP

111 Huntington Ave.

City: Boston State: MA Zip: 02199-7613

6. Total number of applications and patents involved: B1

7. Total fee (37 CFR 3.41).....\$ 1240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jean M. Maxwell

Name of Person Signing

Jean Maxwell
Signature

March#2002

Date

Total number of pages including cover sheet, attachments, and documents: 13

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

03/27/2002 TDI A21 00000030 09739274

01 FC:581

1240.00 DP

CONTINUATION OF ITEM #1 – CONVEYING PARTIES

NELSON A. TAYLOR CO., INC., a New York Corporation

TAYLOR MADE SYSTEMS BRADENTON, INC., a Delaware Corporation

SEALAND TECHNOLOGY, INC., a Delaware Corporation

TAYLOR MADE GLASS OHIO, INC., a Delaware Corporation

TAYLOR MADE INVESTMENT COMPANY, LLC, a Delaware limited liability company

TAYLOR MADE SYSTEMS GEORGIA, INC., a Delaware corporation

TAYLOR MADE TECHNOLOGIES, LLC, a Delaware limited liability company

TAYLOR MADE OVERSEAS, LLC, a Delaware limited liability company

TMO REALTY, LLC, a Delaware limited liability company

CONTINUATION OF ITEM 4-B:

Patents	Patent Registration No.
Portable Toilet Unit	6,212,700 B1
Vacuum Tank Const. for self-contained Sewage Hanging apparatus	4,672,690
Vacuum Toilet System	4,819,279
Titling Sanitary Tank	4,893,720
Level Indicating in Vehicle Holding Tanks	5,079,950
Integrated System Marine Sanitation Device	5,139,655
Vacuum Toilet System	5,345,618
Low Volume Vacuum Toilet Assembly	5,408,704
Readily Detachable Cylindrical Sections Valve	5,432,958
Sanitary Pump Station	4,854,827
Low Volume Vacuum Toilet Assembly	5,947,146
Low Volume Vacuum Toilet Assembly	6,148,860
Low Odor Permeable Flexible Hose	5,939,160
Plastic Combined Vacuum & Holding Tank	5,931,642
Air Pump for Vacuum Toilet Systems	6,082,979
No Drip Vacuum tight connector	5,960,829
Toilet Waste Coll. Sys. For Campgrounds	5,937,888
Vacuum Adapter for RV Toilet system	5,971,005
Vacuum Relief Valve for Sewage Holding Tank	6,065,493
Seacock Interlocking	5,947,047
Pump Out Adaptor	5,433,163
Testing of Hoses...Evaluating Gas Content Between Sample and Covering	5,442,952
Vacuum Tank Const. for Vac. Toilet Assembly	5,621,924
Vacuum/Holding Tank	5,681,148
Discharge Hose Adapter for Boat Holding Tank	5,806,454
Pulsation Damper for Marine Tank Pumpout Systems	5,860,799

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), made as of January 16, 2002, by and among TAYLOR MADE CREDIT CORP., a Delaware corporation, NELSON A. TAYLOR CO., INC., a New York corporation, TAYLOR MADE SYSTEMS BRADENTON, INC., a Delaware corporation, SEALAND TECHNOLOGY INC., a Delaware corporation, TAYLOR MADE GLASS OHIO, INC., a Delaware corporation, TAYLOR MADE INVESTMENT COMPANY, LLC, a Delaware limited liability company, TAYLOR MADE SYSTEMS GEORGIA, INC., a Delaware corporation, TAYLOR MADE TECHNOLOGIES, LLC, a Delaware limited liability company, TAYLOR MADE OVERSEAS, LLC, a Delaware limited liability company, and TMO REALTY, LLC, a Delaware limited liability company (collectively, the "Pledgors"), in favor of SOVEREIGN BANK, as administrative agent for itself and the other Lenders under the Second Amended and Restated Credit Agreement described below, having an office at 75 State Street, Boston, MA 02109 (the "Administrative Agent") amends that certain Intellectual Property Security Agreement dated as of June 12, 2001 (as amended, the "IP Security Agreement") by and among the Pledgors and the Administrative Agent. The Administrative Agent and the Lenders are herein collectively referred to from time to time as the "Secured Parties."

WHEREAS, James W. Taylor, individually and as Trustee of the James W. Taylor Revocable Living Trust dated September 25, 2001 and John E. Taylor, individually and as Trustee of the John E. Taylor Revocable Living Trust dated September 25, 2001 (the "Sellers") have informed the Secured Parties that they intend to sell SeaLand Technology, Inc. ("Sealand") to Dometic Corporation (the "Purchaser") pursuant to a Stock Purchase Agreement dated as of December 19, 2001 by and among the Purchaser and the Sellers, and in connection therewith, the Sellers have requested that the Secured Parties release all liens and security interests of the Secured Parties on and in the collateral of Sealand, including, but not limited to, the intellectual property collateral of Sealand set forth on the attached Schedule I.

WHEREAS, the Secured Parties have consented to the sale of Sealand pursuant to that certain letter agreement dated as of the date hereof from the Administrative Agent to the Borrowers, and desire to release all liens and security interests of the Secured Parties on and in the collateral of Sealand, including, but not limited to, the intellectual property collateral of Sealand set forth on the attached Schedule I, and remove Sealand from the definition of Pledgors under the IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein without definition which are defined in the IP Agreement have the same meanings herein as therein.

2. Amendments.

(a) The Pledgors and the Administrative Agent hereby amend the IP Security Agreement to remove Sealand from the definition of "Pledgors".

(b) The Pledgors and the Administrative Agent, for itself and on behalf of the Secured Parties, hereby amend the IP Security Agreement to release all liens and security interests of the Secured Parties on and in the collateral of Sealand, including, but not limited to, the intellectual property collateral of Sealand set forth on the attached Schedule I.

3. Miscellaneous.

(a) Except as otherwise expressly set forth herein, nothing herein shall be deemed to constitute an amendment, modification or waiver of any of the provisions of the IP Agreement or the other Loan Documents, all of which remain in full force and effect as of the date hereof.

(b) The Credit Parties agree to pay all reasonable expenses, including legal fees and disbursements incurred by the Administrative Agent in connection with this Amendment and the transactions contemplated hereby.

(c) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

(d) This Amendment shall be governed by the laws of the Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Intellectual Property Security Agreement to be duly executed under seal as of the date first above written.

ADMINISTRATIVE AGENT

SOVEREIGN BANK, as Administrative Agent for
itself and the other Secured Parties

By: Eileen P. Murphy
Name: Eileen P. Murphy
Title: Vice President

TAYLOR MADE CREDIT CORP.

By: _____
Name:
Title:

NELSON A. TAYLOR CO., INC.

By: _____
Name:
Title:

TAYLOR MADE SYSTEMS BRADENTON, INC.

By: _____
Name:
Title:

SEALAND TECHNOLOGY INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Intellectual Property Security Agreement to be duly executed under seal as of the date first above written.

ADMINISTRATIVE AGENT

SOVEREIGN BANK, as Administrative Agent for
itself and the other Secured Parties

By: _____
Name:
Title:

TAYLOR MADE CREDIT CORP.

By: John E Taylor
Name: John E TAYLOR
Title: VP ADMINISTRATION

NELSON A. TAYLOR CO., INC.

By: John E Taylor
Name: John E TAYLOR
Title: VP Administration

TAYLOR MADE SYSTEMS BRADENTON, INC.

By: John E Taylor
Name: John E TAYLOR
Title: VP Administration

SEALAND TECHNOLOGY INC.

By: John E Taylor
Name: John E TAYLOR
Title: VP Administration

TAYLOR MADE GLASS OHIO, INC.

By: John E Taylor
Name: JOHN E TAYLOR
Title: VP ADMINISTRATION

TAYLOR MADE INVESTMENT COMPANY, LLC

By: John E Taylor
Name: JOHN E TAYLOR
Title: VP ADMINISTRATION

TAYLOR MADE SYSTEMS GEORGIA, INC.

By: John E Taylor
Name: JOHN E TAYLOR
Title: VP ADMINISTRATION

TAYLOR MADE TECHNOLOGIES, LLC

By: John E Taylor
Name: JOHN E TAYLOR
Title: VP ADMINISTRATION

TAYLOR MADE OVERSEAS, LLC

By: John E Taylor
Name: JOHN E TAYLOR
Title: VP ADMINISTRATION

TMO REALTY, LLC

By: John E Taylor
Name: JOHN E TAYLOR
Title: VP ADMINISTRATION

SCHEDULE I

RELEASED INTELLECTUAL PROPERTY

UNITED STATES:

PATENTS	Registration No.
Low Odor Permeable Flexible Hose	6,216,284 B1
Dump Facility for Cassette Sewage Tank	6,182,673 B1
Vacuum Toilet System with Single Pump	09/739,274
Portable Toilet Unit	6,212,700 B1
Vacuum Tank Construction	09/722,542
All China Toilet	60/253,113
Anti-Siphon Valve With Liquid Injector	TBD
Vacuum Tank Const for Self-Contained Sewage Handling apparatus	4,672,690
Vacuum Toilet System	4,819,279
Titling Sanitary Tank	4,893,720
Level Indicating in Vehicle Holding Tanks	5,079,950
Integrated System Marine Sanitation Device	5,139,655
Vacuum Toilet System	5,345,618
Low Volume Vacuum Toilet Assembly	5,408,704
Readily Detachable Cylindrical Sections Valve	5,432,958
Sanitary Pump station	4,854,827
Low Volume Vacuum Toilet Assembly	5,947,146
Low Volume Vacuum Toilet Assembly	6,148,860

PATENTS	Registration No.
Low Odor Permeable Flexible Hose	5,939,160
Plastic combined Vacuum & Holding Tank	5,931,642
Air Pump for Vacuum Toilet Systems	6,082,979
No Drip Vacuum tight connector	5,960,829
Toilet Waste Coll. Sys. For Campgrounds	5,937,888
Vacuum Adaptor for RV Toilet system	5,971,005
Vacuum Relief Valve for Sewage Holding Tank	6,065,493
Seacock Interlocking	5,947,047
Pump Out Adaptor	5,433,163
Testing of hoses...Evaluating Gas Content Between Sample and Covering	5,442,952
Vacuum Tank Const. For Vac. Toilet Assembly	5,621,924
Vacuum/Holding Tank	5,681,148
Discharge Hose Adapter for Boat Holding Tank	5,806,454
Pulsation Damper for Marine Tank Pumpout Systems	5,860,799

TRADEMARKS	Serial No./Registration No.
ADVENTURER	1,725,402
HUSHFLUSH	75/542,144
FLUSH AND FORGET	76/196,478
MAGNUM OPUS	76/182,997
ODORSAFE	2,102,253
RV (Stylized)	2,317,685

TRADEMARKS	Serial No./Registration No.
RV-KEM	1,881,108
RV-KEM	76/156,797
RV-SOFT	76/096,413
SANI POTTIE	943,098
SANISERVICE	1,755,154
SANX	1,560,714
SEALAND	1,537,894
SEALANDER	1,413,254
SEALAND TECH.COM	2,201,771
SECURE	1,662,160
TANKMASTER	2,419,718
TANKSAVER	2,313,568
TANKWATCH	1,365,311
TRAVELER	1,387,440
TRAVELER LITE	76/206,205
VACU-FLUSH	912,283

FOREIGN JURISDICTIONS:

PATENTS	Registration No./Country
Sanitary Pump Station	312784/Italy
Tilting Sanitary Tank	31635/Italy
Vacuum Toilet System	2683597/Japan
Vacuum Toilet System	598957/Australia
Vacuum Toilet System	/Euro Comm
Vacuum Toilet System	313786/Italy
Vacuum Toilet System	/Netherlands
Vacuum Toilet System	0313786/Sweden
Low Volume Vacuum Toilet Assembly	96119349/Europe
Plastic Combined Vacuum and...	14895/97/Australia
Plastic Combined Vacuum and...	2198178/Canada
Plastic Combined Vacuum and...	97103102/Europe
Plastic Combined Vacuum and...	48222/1997/Japan
Holding Tank Vacuum Relief	97112116/Europe
Low Odor Permeable Hose	97114907/Europe
Pulsation Damper...	97116475/Europe
Vacuum Tank Construction	96921668/Europe
Vacuum Relief Valve...	99710003/Europe
Vacuum Tank Construc.	1102770/Europe

TRADEMARKS	Country/App. No./Registration No.
MAGNUM OPUS	European Union/App. 2109148
ODORSAFE	Australia/Reg. 714238
ODORSAFE	Benelux/Reg. 609160
ODORSAFE	Germany/Reg. 39638855
ODORSAFE	Sweden/Reg. 320748
ODORSAFE	United Kingdom/Reg. 2106236
SANI POTTIE	Benelux/Reg. 326296
SANI POTTIE	France/Reg. 1273810
SANI POTTIE	Germany/Reg. 2092653
SANI POTTIE	Taiwan/Reg. 492081
SANISERVICE	Germany/Reg. 2039183
SANISERVICE	Norway/Reg. 160347
SANX	Australia/App. 472,917
SEALAND	Australia/Reg. A472916
SEALAND	China (PRC)/Reg. 695363
SEALAND	Taiwan/Reg. 492080