

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Wellborn Holdings, Inc.	01/30/2008

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway, NW
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	D511375
Patent Number:	D551751
Patent Number:	D540933
Patent Number:	D541924
Patent Number:	D542904
Patent Number:	D540934
Patent Number:	D541401
Patent Number:	D540935
Patent Number:	D541925
Patent Number:	D542401
Patent Number:	D558359
Patent Number:	D560821

CORRESPONDENCE DATA

PATENT

500479671

REEL: 020599 FRAME: 0541

CH \$480.00 D511375

Fax Number: (404)522-8409

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-880-4758

Email: myoung@phrd.com

Correspondent Name: Marcus Young

Address Line 1: 285 Peachtree Center Avenue N.E.

Address Line 2: 1500 Marquis Two Tower

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:

52.264

NAME OF SUBMITTER:

Bobbi Acord

Total Attachments: 4

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January 30, 2008

Bank of America, N.A.
300 Galleria Parkway, N.W.
Suite 800
Atlanta, Georgia 30339
Attention: Wesley Manus

Re: Amendment to Patent Security Agreement

Ladies and Gentlemen:

Reference is made to that certain Patent Security Agreement between Wellborn Holdings, Inc., an Alabama corporation (the "Company"), and Bank of America, N.A., as successor in interest to Fleet Capital Corporation (the "Lender"), dated as of October 4, 2004 (as at any time amended, restated, modified or supplemented, the "Patent Security Agreement"), recorded in the United States Patent and Trademark Office ("USPTO") on November 3, 2004, at Reel/Frame number 015334/0039. All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Patent Security Agreement.

Company, Lender, and the other parties named therein or joined thereto from time to time as borrowers ("Borrowers") are parties to a certain Amended and Restated Loan and Security Agreement dated December 21, 2007 (as at any time amended, restated, modified or supplemented, the "Loan Agreement"), which Loan Agreement amends and restates that certain Loan and Security Agreement dated November 30, 1999, pursuant to which Loan Agreement Lender has agreed to continue to extend revolving credit loans, term loans, letters of credit and other certain financial accommodations to Borrowers, in accordance with the terms thereof, and Company's obligations to Lender under the Loan Agreement, are secured by, among other things, the Patent Security Agreement and the Patent Collateral described therein.

It is a condition to Lender's willingness to continue to make loans and other financial accommodations to or for the benefit of Borrowers under the Loan Agreement that Company agree to enter into this letter agreement and to amend the Patent Security Agreement as hereinafter set forth.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Company hereby acknowledges and confirms that, in order to secure the prompt payment and performance to Lender of all of the Obligations, Company assigned, pledged and granted to Lender, pursuant to the Patent Security Agreement, a continuing security interest and Lien upon the Patent Collateral then owned or thereafter acquired by Company and in which Company then had or at any time in the future may acquire any right, title or interest, including, without limitation, all of Company's Patents.

Company has obtained rights to the patents and filed the patent applications listed on the attached Exhibit A-1. Lender and Company hereby agree to amend the Patent Security Agreement to add the patents and patent applications listed on Exhibit A-1 as Patent Collateral as provided below.

Exhibit A to the Patent Security Agreement is hereby amended by adding to the list of patents and patent applications thereon those patents and patent applications listed on Exhibit A-1 attached hereto. Lender is hereby authorized to attach to the Patent Security Agreement a copy of Exhibit A-1 as a supplement to Exhibit A thereto and to file a copy, or copies, of the Patent Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Company's expense.

Company hereby restates and reaffirms the representations, warranties, covenants and agreements made by Company in the Patent Security Agreement, including, without limitation, with respect to the Patents and Patent Collateral listed on Exhibit A-1 attached hereto, subject to the terms and conditions thereof. Additionally, Company hereby represents and warrants to Lender that Exhibit A to the Patent Security Agreement, as amended herein, contains a complete and accurate list of the patents owned by and patent applications filed by Company as of the date hereof, and that all such patents and patent applications described in Exhibit A to the Patent Security Agreement, as amended herein, shall constitute Patent Collateral under the Patent Security Agreement securing the Obligations. Company further represents and warrants to Lender that it has the full authority to enter into this letter agreement and to grant the security interest and Lien provided for in the Patent Security Agreement.

Company agrees to take such further actions as Lender shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Company and acceptance by Lender (notice of which acceptance is hereby waived), and shall be governed by and construed in accordance with the laws of the State of Georgia (without giving effect to the conflict of laws principles thereof).

This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or by email/electronic delivery shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; signatures begin on following page.]

If the terms of this letter agreement are acceptable to Lender, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

WELLBORN HOLDINGS, INC.

By: 

Name: JEFFREY UHRIN

Title: CFO

Accepted and agreed to this
19th day of ~~January~~, 2008:
FEBRUARY

BANK OF AMERICA, N.A.

By: 

Name: Mrs. Manis

Title: SUP

PATENT

REEL: 020599 FRAME: 0545

EXHIBIT A-1

PATENTS

<u>Patent</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Range Hood	D511,375	April 8, 2003
Range Hood	D551,751	June 24, 2005
Range Hood	D540,933	June 24, 2005
Range Hood	D541,924	June 24, 2005
Range Hood	D542,904	June 24, 2005
Range Hood	D540,934	June 24, 2005
Range Hood	D541,401	June 24, 2005
Range Hood	D540,935	June 24, 2005
Range Hood	D541,925	June 24, 2005
Range Hood	D542,401	June 24, 2005
Mullion - Cordova	D558,359	September 8, 2006
Mullion - St. Johns	D560,821	September 8, 2006

PATENT APPLICATIONS

None