

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Docket No. 0742700453

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

1. Name of conveying party(ies):
INTERNATIONAL E-Z UP, INC.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-California
 Other:
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: UNITED CALIFORNIA BANK
Internal Address:
Street Address: 9000 East Valley Boulevard
City: Rosemead State: California ZIP: 91770
 Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: CALIFORNIA
 Other: _____
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: January 15, 2002

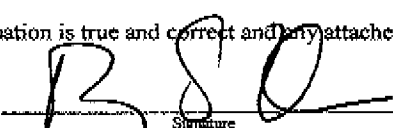
4.A. Trademark Application No.(s)
B. Registration No.(s)
2,428,966 2,455,537 2,457,379
2,455,538 2,457,377 2,460,442
2,455,536 2,457,378
Additional numbers attached? * Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
KELLY S. LOGUE
MORRISON & FOERSTER LLP
555 WEST FIFTH STREET
SUITE 3500
LOS ANGELES, CALIFORNIA 90013-1024

6. Total number of applications and trademark registrations involved: 8
7. Total fee (37 C.F.R. § 3.41): \$215.00
 Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket 07427000453
8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Name: Rosemary Tarlton

Signature
Date: 1/23/02

Total number of pages comprising cover sheet, attachments and document: 7

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

**AMENDMENT TO SUPPLEMENTAL
SECURITY AGREEMENT AND REAFFIRMATION
(Trademarks)**

THIS AMENDMENT TO SUPPLEMENTAL SECURITY AGREEMENT AND REAFFIRMATION (the "Amendment") is made and dated as of the 15th day of January, 2002 by and between INTERNATIONAL E-Z UP, INC., a California corporation (the "Company"), and UNITED CALIFORNIA BANK, acting as agent for the benefit of the Lenders (in such capacity, the "Agent") from time to time party to that certain Amended and Restated Credit Agreement dated as of even date herewith by and among the Company, the Agent, the Lenders, and the L/C Issuing Bank (the "Credit Agreement," and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Credit Agreement).

RECITALS

A. Pursuant to that certain Security Agreement dated as of September 30, 1999 by and among the Company and the Agent (as amended, extended, and replaced from time to time, the "Security Agreement"), the Company granted to the Agent on behalf of the Lenders a security interest in, inter alia, all then existing and thereafter adopted or acquired trademark registrations and applications therefor (the "Trademarks") made by the Company with the Patent and Trademark Office of the United States (the "PTO").

B. In order to supplement the Security Agreement with a form appropriate for recordation in the PTO, the Security Agreement was supplemented by that certain Supplemental Security Agreement (Trademarks) dated as of September 30, 1999 by and among the Company and the Agent (the "Supplemental Trademark Agreement").

C. The Company wishes to reaffirm its grant of security interest in the Trademarks to the Agent on behalf of the Lenders and to update the schedule of trademarks attached to the Supplemental Trademark Agreement to reflect certain trademarks which the Company has recently adopted or acquired.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Modification of Specifically Listed Trademark Collateral. To reflect the agreement of the Company under the Supplemental Trademark Agreement to notify the Agent of additional trademarks adopted or acquired by the Company for which registrations or applications have been made with the PTO following the effective date of the Supplemental Trademark Agreement, the trademarks listed on Supplemental Schedule I attached hereto are hereby added to Schedule I attached to the Supplemental Trademark Agreement.

2. Reaffirmation of Grant of Security Interest. The Company hereby reaffirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of the Company's right title and interest in the Trademark Collateral (as such term is defined in the Supplemental Trademark Agreement), including, without limitation, the trademarks registrations and applications therefor listed on Supplemental Schedule I attached hereto.

3. Representation and Warranty and Covenant. The Company hereby:

(a) Represents and warrants that Supplemental Schedule I attached hereto sets forth an accurate and complete list of all trademarks adopted or acquired by the Company for which registrations or applications have been made with the PTO from September 30, 1999 to and including the date hereof; and

(b) Agrees to promptly notify the Agent in writing of any additional trademarks adopted or acquired by the Company following the date hereof and to amend Schedule I to the Supplemental Trademark Agreement accordingly.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[Signature page following]

EXECUTED as of the day and year first above written.

INTERNATIONAL E-Z UP, INC., a California corporation

By: [Signature]
Name: MARK CARTER
Title: SECRETARY

UNITED CALIFORNIA BANK, as Agent

By: [Signature]
Name: BRIAN DIXON
Title: V.P.

Amendment Schedule I to
Supplemental Trademark Agreement

**Description of Trademark Registrations and Applications
(From September 30, 1999 to and including January 15, 2002)**

<u>Trademark</u>	<u>Registration or Application Date</u>	<u>Registration or Application Number</u>
Bungalow	2/13/2001	2428966
Embassy	5/29/2001	2455537
Embassy (Stylized)	6/5/2001	2457379
Escort	5/29/2001	2455538
Escort & Design	6/5/2001	2457377
Speed Shelter	6/12/2001	2460442
Sprint	5/29/2001	2455536
Sprint & Design	6/5/2001	2457378

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of RIVERSIDE } ss.

On 1-15-01 before me, L. CRAIG DAVIS, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MARK C. CARTER
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

L. Craig Davis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

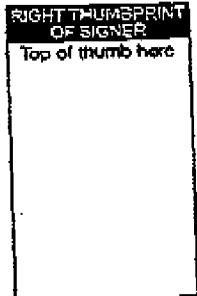
Description of Attached Document
Title or Type of Document: AMENDMENT TO SUPPLEMENTAL SECURITY AGREEMENT AND REAFFIRMATION

Document Date: 1-15-02 Number of Pages: 4

Signer(s) Other Than Named Above: BRIAN DIXON

Capacity(ies) Claimed by Signer

- Signer's Name: MARK C. CARTER
- Individual
 - Corporate Officer — Title(s): SECY
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of RIVERSIDE } ss.

On 1-12-02 before me, L. CRAIG DAVIS NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared BRIAN DIXON
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/s/he/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

L. Craig Davis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AMENDMENT TO SUPPLEMENTAL SECURITY AGREEMENT AND REAFFIRMATION.

Document Date: 1-15-02 Number of Pages: 4

Signer(s) Other Than Named Above: MARIE C. CARTER

Capacity(ies) Claimed by Signer

- Signer's Name: BRIAN DIXON
- Individual
 - Corporate Officer — Title(s): VP
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: UNITED CALIF BANK