

08-20-2002



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TRADEMARKS ONLY

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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To the Honorable 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-State California
- Other _____

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

2. Name and address of receiving party(ies)
Name: LaSalle Business Credit, Inc.

Internal
Address: _____

Street Address: 450 N. Brand Blvd. Suite 950

City: Glendale State: CA Zip: 91203

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: August 15, 2002

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

A. Trademark Application No.(s)
See attached SCHEDULE A

B. Trademark Registration No.(s)
See attached SCHEDULE A

Additional number(s) attached Yes No

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

Name: Orrick Herrington & Sutcliffe

Internal Address: ATT: Kathryn Villalobos

Street Address: 777 S. Figueroa St.
Suite 3200

City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....\$ 440

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Kathryn Villalobos, Legal Specialist

Name of Person Signing

Signature

08/16/02

Date

Total number of pages including cover sheet, attachments, and document: 10

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

08/21/2002 6TON11 00000027 1901784

01 FC:461
02 FC:462

40.00 DP
400.00 DP

TRADEMARK
REEL: 002565 FRAME: 0736

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial / Registration No.</u>	<u>Date Registered</u>
AUTO-PEAK	1901784	6/27/1995
AUTO-SLIDER	1901785	6/27/1995
BUNGALOW	2428966	2/13/2001
EMBASSY	2455537	5/29/2001
EMBASSY (STYLIZED)	2457379	6/5/2001
ESCORT	2455538	5/29/2001
ESCORT AND DESIGN	2457377	6/5/2001
E-Z UP	1994970	8/20/1996
E-Z UP WORLD'S FASTEST SHELTERS ORIGINAL SHADE	1992874	8/13/1996
INSTANT SHELTER	1803282	11/9/1993
ORIGINAL SHADE	1886066	3/28/1995
SPEED SHELTER	2460442	6/12/2001
SPRINT	2455536	5/29/2001
SPRINT AND DESIGN	2457378	6/5/2001
WORLD'S FASTEST SHELTERS	1908477	8/1/1995

TRADEMARK APPLICATIONS

<u>Trademark ApplicationDescription</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
WORLD'S FASTEST SHELTERS	73-565111	10/25/85
INSTANT SHELTER	74-435872	09/16/93

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 15th day of August, 2002, by International E-Z Up, Inc., a California corporation ("**E-Z Up**") in favor of LaSalle Business Credit, Inc. ("Agent"), with an office at 450 N. Brand Blvd., Ste. 950, Glendale, California 91203, as agent for Standard Federal Bank, National Association ("**Lender**");

WITNESSETH

WHEREAS, International E-Z Up Retail Products Company ("**Retail Products**"); Retail Products and E-Z Up are collectively referred to as the "**Borrowers**"), E-Z Up, Agent and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent and/or Lender to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by E-Z Up to Agent of a security interest in certain of E-Z Up's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, E-Z Up agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, E-Z Up hereby grants to Agent, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in E-Z Up's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the

foregoing throughout the world and the goodwill of the E-Z Up's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. E-Z Up warrants and represents to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) E-Z Up is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by E-Z Up not to sue third persons;

(iii) E-Z Up has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) E-Z Up has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. E-Z Up agrees that until the Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, E-Z Up shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. E-Z Up represents and warrants that, based on a diligent investigation by E-Z Up, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by E-Z Up. If, before the Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, E-Z Up shall (i) become aware of any existing Trademarks of which E-Z Up has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and E-Z Up shall give to Agent prompt written notice thereof. E-Z Up hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities and the termination of the Financing Agreements. E-Z Up agrees that upon the occurrence of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to E-Z Up.

7. Product Quality. E-Z Up agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, E-Z Up agrees that

Lender, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by E-Z Up under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by E-Z Up. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by E-Z Up and until paid shall constitute Liabilities.

10. Duties of E-Z Up. E-Z Up shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Liabilities under this Section 10 shall be borne by E-Z Up.

11. Agent's Right to Sue. After an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, E-Z Up shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and E-Z Up shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between E-Z Up and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in

any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. E-Z Up hereby authorizes Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as E-Z Up's true and lawful attorney-in-fact, with power to (i) endorse E-Z Up's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. E-Z Up hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Financing Agreements have been terminated. E-Z Up acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in California.

16. Indemnification and Release.

a. E-Z Up assumes all responsibility and liability arising from the use of the Trademarks, and E-Z Up hereby indemnifies and holds Agent and Lender and their respective directors, officers, employees, agents and any of its Affiliates ("Indemnitees") harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with any alleged infringement of any trademark of a third party or in connection with the manufacture, promotion, labeling, sale or advertisement of any product or service by E-Z Up (or any Affiliate of E-Z Up).

b. E-Z Up agrees to indemnify and hold each Indemnitee harmless and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with (i) any claim, suit or proceeding instituted by or against E-Z Up, (ii) any action taken or omitted to be taken by Agent or Lender pursuant to Section 11, or (iii) any action taken or omitted to be taken by Agent or Lender pursuant hereto with respect to any license agreement of E-Z Up; provided, however, that E-Z Up shall not be required to indemnify any Indemnitee to the extent such liability arises from the willful misconduct or gross negligence of such Indemnitee.

c. E-Z Up hereby releases each Indemnitee from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Indemnitees, or any of them, under the powers of attorney granted under Section 15 hereof, other than actions taken or omitted to be taken through the gross negligence or willful misconduct of such Indemnitees.

d. E-Z Up agrees to cause Agent, for the benefit of itself and Lender, to be named as an additional insured with respect to any policy of insurance held by E-Z Up from time to time covering intellectual property infringement risk.

17. Binding Effect; Benefits. This Security Agreement shall be binding upon E-Z Up and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

18. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. E-Z Up agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

21. Survival of Representations. All representations and warranties of E-Z Up contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, E-Z Up has duly executed this Security Agreement as of the date first written above.

INTERNATIONAL E-Z UP, INC.

By 

Its PRESIDENT

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, INC., as Agent

By 

Its Senior Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of LOS ANGELES

On AUGUST 13, 2002 before me, KATHRYN VILLALOBOS
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared BRAD SMITH
Name(s) of Signer(s)

personally known to me – **OR** – 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.

Kathryn Villalobos
Signature of Notary Public

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: _____

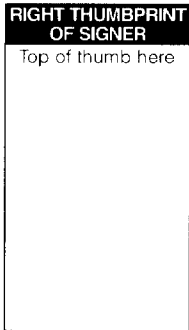
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

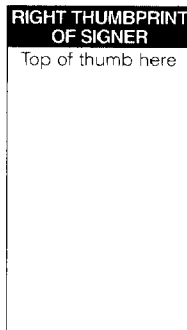
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S Serial / Registration No.</u>	<u>Date Registered</u>
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AUTO-SLIDER	1901785	6/27/1995
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EMBASSY (STYLIZED)	2457379	6/5/2001
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ESCORT AND DESIGN	2457377	6/5/2001
E-Z UP	1994970	8/20/1996
E-Z UP WORLD'S FASTEST SHELTERS ORIGINAL SHADE	1992874	8/13/1996
INSTANT SHELTER	1803282	11/9/1993
ORIGINAL SHADE	1886066	3/28/1995
SPEED SHELTER	2460442	6/12/2001
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WORLD'S FASTEST SHELTERS	1908477	8/1/1995

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<u>Trademark ApplicationDescription</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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INSTANT SHELTER	74-435872	09/16/93