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8-27-01

AUG 27 2001

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/30/2001 DBYRNE 00000117 75708440

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
250.00 OP

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

TRADEMARK
REEL: 002420 FRAME: 0159

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Belinda M. Hernandez
Name of Person Signing

Belinda M. Hernandez
Signature

8/22/01
Date Signed

**AMENDMENT TO
SECURITY AGREEMENT
(Trademarks)**

GLOBAL ATMOSPHERICS, INC., a Delaware corporation (hereinafter called "Debtor"), whose chief executive office is located at 2705 E. Medina Road, Suite 111, Tucson, AZ 85706-7155, executed that certain Security Agreement, dated July 19, 1999, executed by Debtor in favor of BANK ONE, ARIZONA, NA, a national banking association, and its successors and assigns (hereinafter called "Secured Party"), whose address is Post Office Box 311 (AZ1-0903), Tucson, Arizona 85702, which document was filed with the U.S. Patent and Trademark Office, on Recordation Date November 4, 1999, at Reel/Frame: 00198/0573 (the "Security Agreement").

The Security Agreement secures, among other things, payment of that certain \$2,000,000.00 Promissory Note (the "Revolver Note"), and that \$1,000,000.00 certain Promissory Note (the "Line Note"), each dated July 19, 1999, and executed by Debtor in favor of Secured Party.

The Line Note is no longer outstanding.

Debtor has requested Secured Party to modify the terms of the Revolver Note and the other documents evidencing and securing the credit accommodation (the "Revolver") evidenced by the Revolver Note by increasing the maximum principal amount of the Revolver from \$2,000,000.00 to \$2,500,000.00.

Secured Party has acceded to the request of Borrower to modify the Revolver, and, simultaneously herewith, Debtor and Secured Party have executed that certain Modification Agreement, dated as of January 29, 2001 (the "Modification Agreement").

Pursuant to the Modification Agreement, Borrower has agreed to amend the Security Agreement to assure that the Revolver, as modified by the Modification Agreement, is secured by the Security Agreement.

For good and valuable consideration, the undersigned hereby agree that the Security Agreement is amended as follows:

AGREEMENTS:

1. The parties hereby agree that the Security Agreement is hereby amended as follows:
 - (a) The maximum principal amount of the Revolver Note that comprises part of the Obligation, as defined in the Security Agreement, that is secured by the Security Agreement is increased from \$2,000,000.00 to \$2,500,000.00.
 - (b) Section 2.1(a) of the Security Agreement is hereby amended to read in its entirety as follows:

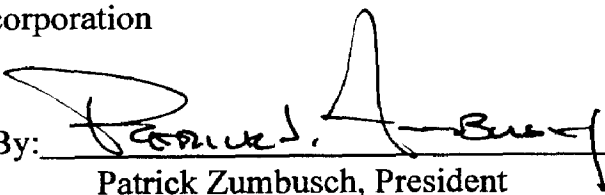
(a) Payment of that certain Promissory Note, dated July 19, 1999, made by Debtor in favor of Secured Party in the original principal amount of \$2,000,000.00 (the "Revolver Note"), together with interest thereon, extension and other fees, late charges, prepayment premiums and attorneys' fees. The aforesaid Promissory Note was thereafter modified by that certain Modification Agreement, dated as of January 29, 2001, between Debtor and Secured Party, pursuant to which the principal amount of the Revolver Note was increased to TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,500,000.00), which is the principal amount thereof so secured hereby. The Revolver Note secured hereby includes all extensions, modifications, renewals or replacements thereof.

(c) Section 2.1(b) of the Security Agreement is hereby amended to read in its entirety as follows: "Intentionally Omitted."

2. Except as modified hereby, the Security Agreement remains unchanged and in full force and effect.

In witness whereof, the undersigned execute this Amendment to Security Agreement, on the dates set forth beneath their respective signatures, with the intent that it be effective as of the 29th day of January, 2001.


GLOBAL ATMOSPHERICS, INC., a Delaware corporation

By: 
Patrick Zumbusch, President

Date: March 8/17, 2001

[Debtor]

BANK ONE, ARIZONA, NA, a national banking association

By 
Its: VP

Date: ~~March~~ 6/17, 2001

[Secured Party]