

09-10-2002



102216587

To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):  
Trend Technologies, Inc.

Individual(s)  
 General Partnership  Association  
 Corporation-State California  Limited Partnership  
 Other \_\_\_\_\_

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

1. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Corporation-State

X Other Grant of Trademark Security Interest  
Execution Date: August 22, 2002

2. Name and address of receiving party(ies)  
Name: Deutsche Bank Trust Company Americas, as Collateral Agent

Internal Address: \_\_\_\_\_  
Street Address: 130 Liberty Street, Mail Stop NYC 01-0715  
City: New York State: NY Zip: 10006

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
**76/139,808**

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Edward Friedler, Esq.  
Internal Address: \_\_\_\_\_  
O'Melveny & Myers LLP  
Street Address: 400 South Hope Street  
City: Los Angeles State: CA Zip: 90071-2899

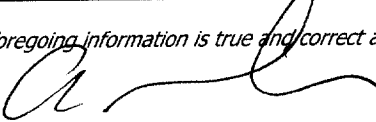
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) ..... \$ 40.00  
X 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.*

Edward Friedler, Esq.  September 3, 2002  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

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OFFICE OF PUBLIC RECORDS  
2002 SEP -3 AM 9:22  
FINANCE SECTION

**ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Trend Technologies, Inc., a California corporation (the "Assignor") with principal offices at 4626 Eucalyptus Avenue, Chino, California, hereby assigns and grants to Deutsche Bank Trust Company Americas (f/k/a Banker Trust Company), as Collateral Agent, with principal offices at 130 Liberty Street, Mail Stop NYC 01-0715, New York, New York 10006 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Pledge and Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 6, 2000 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement pursuant to Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 22 day of August, 2002.

Trend Technologies, Inc.,  
as Assignor

By: 

Name:

Title:

Deutsche Bank Trust Company Americas (f/k/a  
Bankers Trust Company),  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

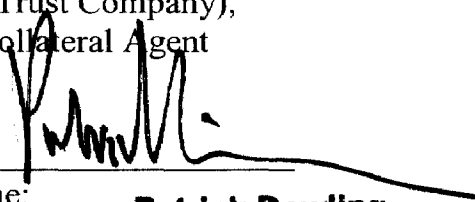
IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 22 day of August, 2002.

Trend Technologies, Inc.,  
as Assignor

By: \_\_\_\_\_  
Name:  
Title:

Deutsche Bank Trust Company Americas (f/k/a  
Bankers Trust Company),  
as Collateral Agent

By:   
Name: **Patrick Dowling**  
Title: **Vice President**

SCHEDULE A

Owner

Trademark

Serial No.

Trend Technologies, Inc.

EVERGREEN

76/139808