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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102708336

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

1. Name of conveying party(ies): Accubuilt, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: General Electric Capital Corporation, as Agent Address: Street Address: 2325 Lakeview Pkwy City: New York State: NY Zip: 10017 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: May 17, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,564,320 Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Craig Lee c/o King & Spalding LLP Internal Address: Street Address: 191 Peachtree Street City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 19 7. Total fee (37 CFR 3.41): \$ 490.00 [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: Craig Lee Name of Person Signing Signature Date 05/24/04 Total number of pages including cover sheet, attachments, and document: []

05/27/2004 DBYRNE 00000042 2564320 01 FC:8521 40.00 DP 02 FC:8522 450.00 DP 03 FC:8523 120.00 DP

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

TRADEMARK REEL: 002860 FRAME: 0596

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark	Country	Date Registered	Registration Number
ACCUBUILT	US	4/23/2002	2,564,320
ACCUBUILT & Design	US	4/9/2002	2,559,888
ACCUBUILT & Design	US	8/6/2002	2,603,571
CROWN SOVEREIGN & Design	US	12/24/1996	2,025,571
Design (Lamp)	US	2/9/1993	1,751,171
E & Design	US	9/24/2002	2,624,704
EUREKA	US	9/3/2002	2,615,149
MILLER METEOR	US	6/25/1985	1,344,241
S&S	US	10/6/1992	1,721,735
S&S & Design	US	12/17/1996	2,023,817
S&S COACH COMPANY	US	12/17/1996	2,023,976
S&S MASTERPIECE & Design	US	12/17/1996	2,023,975
SAYERS & SCOVILL	US	10/20/1992	1,725,404
SC & Design	US	12/17/1996	2,023,818
SOVEREIGN	US	10/13/1992	1,723,585
STATESMAN	US	1/27/1998	2,131,835
SUPERIOR & Design	US	5/5/1998	2,154,477
SUPERIOR COACHES	US	11/4/1997	2,110,322
VARTANIAN INDUSTRIES, INCORPORATED (& design)	US	11/11/1997	2,112,043

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2004 by ACCUBUILT, INC., a Delaware corporation ("Grantor" or "Borrower"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Borrower, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses (but excluding each such application to register any trademark, service mark or other mark (i) prior to the filing under applicable law a verified statement of use (or the equivalent) for such trademark, service mark or other mark, or (ii) the granting of a security interest that would be prohibited under applicable law) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACCUBUILT, INC.

By: [Signature]
Name: Dominic D. Cuzzocrea
Title: PRESIDENT & CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Its Duly authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ohio)
COUNTY OF Allen)

ss.

On this 14th day of May, 2004 before me personally appeared Dominic D. Cuzzocrea who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Accubuilt, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.



AMY L. MUSSELMAN
Notary Public, State of Ohio
My Commission Expires Nov. 29, 2005

[Signature]
Notary Public

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACCUBUILT, INC.

By:

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 

Its Duly authorized Signatory