

12-29-2009

RF
12/24/09



103584778

To the Director of the U. S. Patent and

Documents or the new address(es) below.

1. Name of conveying party(ies):

The Coast Distribution System, Inc.
350 Woodview Avenue
Morgan Hill, California 95037

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 17, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Internal Address: Business Capital Division

Street Address: 135 S. LaSalle St.

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other national banking association Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

77-566072

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Bernadette Harper

Internal Address: Bank of America, N.A.
Suite 425

Street Address: 135 S. LaSalle St.

City: Chicago

State: Illinois Zip: 60603

Phone Number: (312) 904-8270

Fax Number: (312) 992-9598

Email Address: bernadette.harper@bam1.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Document ID Reference Number:
103582894A

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Bernadette Harper
Signature

12/23/09
Date

Bernadette Harper
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 17th of November, 2009, by The Coast Distribution System, Inc., a Delaware corporation ("**Coast Delaware**") in favor of Bank of America, N.A., as successor by merger to LaSalle Business Credit, LLC (in its individual capacity, "**US Lender**"), acting by and through Bank of America, N.A., a national banking association, as agent for US Lender (in such capacity, "**Agent**") and Bank of America, N.A. (acting through its Canada branch) ("**Canadian Lender**"), (US Lender, acting through Agent, and Canadian Lender are referred to collectively as "**Lender**");

WITNESSETH

WHEREAS, Coast Delaware, United Sales and Warehouse of Texas, Inc., C/P Products, Corp., Mohawk Trailer Supply, Inc. and Les Systemes De Distribution Coast (Canada) Inc. The Coast Distribution System (Canada) Inc. (collectively, the "**Borrower**") and Lender are parties to a certain Third Amended and Restated Loan and Security Agreement dated August 30, 2005 (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents (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 Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, Coast Delaware and Lender are parties to an Amended and Restated Trademark Security Agreement dated August 30, 2005 (as it may be amended, amended and restated or otherwise modified from time to time, the "**Original Security Agreement**") and wish to amend and restate the terms of the Original Agreement on the terms and conditions set forth in this Second Amended and Restated Trademark Security Agreement;

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, Coast Delaware and Lender agree 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, Coast Delaware hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Coast Delaware'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 Coast Delaware's business connected with the use of and symbolized by the Trademarks.

C:\Documents and Settings\sknell\Local Settings\Temporary Internet Files\OLKB\Second Am Rest Trademark Security Agreement-sf ver 2.DOC

3. Warranties and Representations. Coast Delaware warrants and represents to Lender that, except as may otherwise be set forth in Schedule A hereto:

(i) To its knowledge, 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) Coast Delaware 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 Coast Delaware not to sue third persons, except for any liens, charges and encumbrances which would not, either individually or in the aggregate, have a material adverse effect on Coast Delaware or its business;

(iii) Coast Delaware has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Coast Delaware has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Coast Delaware agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Coast Delaware shall not, without the prior written consent of Lender, 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 Lender under this Security Agreement; provided, however, that nothing in this Agreement shall prohibit or restrict Coast, in the ordinary course of its business, from abandoning the use of any Trademark or allowing any registration with respect to any of its registered Trademarks to lapse.

5. New Trademarks. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Coast Delaware shall (i) become aware of any existing Trademarks of which Coast Delaware has not previously informed Lender, 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 Coast Delaware shall give to Lender prompt written notice thereof. Coast Delaware hereby authorizes Lender 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 Borrower's Liabilities and the termination of the Financing Agreements. Coast Delaware agrees that upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Coast Delaware.

7. Product Quality. Coast Delaware agrees to use its commercially reasonable efforts to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with its past business practices. Upon the occurrence and during the continuance of an Event of Default, Coast Delaware agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Coast Delaware under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral

C:\Documents and Settings\sknell\Local Settings\Temporary Internet Files\OLKB\Second Am Rest Trademark Security Agreement-sf ver 2.DOC

purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Lender 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 Coast Delaware. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender 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 Coast Delaware and until paid shall constitute Liabilities.

10. Duties of Coast Delaware. Coast Delaware shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's 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, provided that Coast Delaware shall have the right to abandon such Trademarks and to allow any Trademark registrations to lapse which it deems to be immaterial or not useful to its business and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Coast Delaware's Liabilities under this Section 10 shall be borne by Coast Delaware.

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

12. Waivers. No course of dealing between Coast Delaware and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, 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 Lender'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. Coast Delaware hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Coast Delaware's true and lawful attorney-in-fact, with power to (i) endorse Coast Delaware's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-

C:\Documents and Settings\sknell\Local Settings\Temporary Internet Files\OLKB\Second Am Rest Trademark Security Agreement-sf ver 2.DOC

exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Coast Delaware 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 Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Coast Delaware acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender 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 Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Coast Delaware and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

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

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

19. Further Assurances. Coast Delaware 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.

20. Survival of Representations. All representations and warranties of Coast Delaware 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, Coast Delaware has duly executed this Security Agreement as of the date first written above.

THE COAST DISTRIBUTION SYSTEM, INC.

By: Sandra Knell

Title: CFO

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By: [Signature]

Title: SVP

BANK OF AMERICA, N.A., as US Lender

By: [Signature]

Title: SVP

BANK OF AMERICA, N.A., acting through its Canada branch, as Canadian Lender

By: [Signature]

Title: MEDINA SALES DE ANDRADE
VICE PRESIDENT

SCHEDULE A
TRADEMARK REGISTRATIONS

COAST DELAWARE

INTELLECTUAL PROPERTY MATTERS
AS OF SEPTEMBER 30, 2009

Set forth below is a list of inventions, trade marks and registered names for which Coast Delaware has filed applications for trademark protection or for which it has obtained such registrations

TRADEMARKS

<u>File No.</u>	<u>Serial or Registration No.</u>	<u>Filing or Reg Date/</u>	<u>Mark</u>	<u>Status</u>
DIT 410	2,047,672	March 25, 1997	VENT MATE	Registered
DIT 415	2,123,247	December 23, 1997	WET LINE	Registered
DIT 420	2,039,010	February 18, 1997	HI-PRO	Registered
DIT 423	2,141,868	March 10, 1998	ESCORT	Registered
DIT 428	2,188,199	September 8, 1998	RV REVIVE	Registered
DIT 434A	2,581,097	June 18, 2002	TOTE-N-STORE	Registered
DIT 439	2,191,229	September 22, 1998	POWERHOUSE	Registered
DIT445	2,153,052	April 21, 1998	DOCK-RITE	Registered
DIT 460	2,211,858	December 15, 1998	CONDOR	Registered
DIT 480	1,474,896	February 2, 1998	HUSKY	Registered
DIT 481	1,474,895	February 2, 1998	HUSKY (design)	Registered
DIT 484	3,002,584	September 27, 2005	AQUA PRO	Registered
DIT 487	3,077,421	April 4, 2006	RECREATION ADVANTAGE	Registered
DIT 493	3,063,283	February 28, 2006	VERSAILLES GARDEN	Registered
DIT 495	3,094,167	May 16, 2006	DURAFLEX	Registered
DIT 495CA Canada	TMA 707,134	February 12, 2008	DURAFLEX	Registered
DIT4A8	SR3,178,780	November 28, 2006	FAULKNER	Registered

**AMENDED AND RESTATED TRADEMARKS, COPYRIGHTS AND REGISTERED NAMES
(Continued)**

<u>File No.</u>	<u>Serial or Registration No.</u>	<u>Filing or Reg Date/</u>	<u>Mark</u>	<u>Status</u>
DIT 4B1	3,327,098	October 30, 2007	POWERHOUSE	Registered
DIT 4B8	1,413,352	October 14,1996	THE COAST CONNECTION	Registered
DIT 4C5	3,697,464	October 20,2009	ARCON	Registered
DIT 4C7		August 20, 2009	QUEST	Pending
DIT 4C8	3,609,792	April 21, 2009	SIBERIAN	Registered
DIT 4C9	3,632,378	June 2, 2009	POWERHOUSE	Registered
DIT 4D1	3,574,861	February 17, 2009	CAMPER SPECIALTIES	Registered
DIT 4D3	3,511,762	October 7, 2008	HUSKY	Registered
DIT4D4	3,511,763	October 7, 2008	HUSKY(design)	Registered
DIT 4D5	3,649,750	July 7, 2009	DOCK RITE	Registered
DIT 4D8	3709817	November 10, 2009	CENTERLINE	Registered
DIT 4E6		October 22, 2009	MAC	Pending
DIT40201 Canada	500571	September 14, 1998	MAC & Design	Registered
DIT 40301 Canada	508819	March 4, 1999	TRAVELUX	Registered
DIT 40601 Canada	TMA534454	October 12, 2000	CAMPER SPECIALTIES	Registered
DIT 40701 Canada	500570	September 14, 1998	CP PRODUCTS	Registered
DIT41001 Canada	497101	July 6, 1998	VENT MATE	Registered
DIT41301 Canada	508302	February 22, 1999	REFRESH	Registered
DIT41501 Canada	507984	February 12, 1999	WET LINE	Registered
DIT 41701 Canada	497633	July 23, 1998	VAGABOND	Registered

**AMENDED AND RESTATED TRADEMARKS, COPYRIGHTS AND REGISTERED NAMES
(Continued)**

<u>File No.</u>	<u>Serial or Registration No.</u>	<u>Filing or Reg Date/</u>	<u>Mark</u>	<u>Status</u>
DIT 42001 Canada	500934	September 18, 1998	HI-PRO	Registered
DIT 42301 Canada	250834	February 23, 1999	ESCORT	Registered
DIT 43101 Canada	511237	April 28, 1999	ROVER COOKER	Registered
DIT 43401 Canada	500933	September 18, 1998	TOTE-N-STOR	Registered
DIT 43501 Canada	5507771	February 9, 1999	SUSPENSION PRO	Registered
DIT 43701 Canada	529464	June 19, 2000	POLAR-AIRE	Registered
DIT 43801 Canada	504469	November 23, 1998	COAST RUNNER	Registered
DIT 43901 Canada	TMA522807	February 9, 2000	POWERHOUSE	Registered
DIT44201 Canada	504462	November 23, 1998	GREAT WHITE	Registered
DIT 44501 Canada	512518	June 4, 1999	DOCK-RITE	Registered
DIT 48401 Canada	TMA 690-932	June 27, 2007	AQUA PRO & Design	Registered
DIT4C8CA Canada		July 2, 2008	SIBERIAN	Pending
DIT4C9CA Canada		June 11, 2008	POWERHOUSE	Pending
DIT 4D3CA Canada		August 27, 2008	HUSKY	Pending
DIT4D4CA Canada		August 27, 2008	DESIGN MISC. (Husky Design)	Pending

**AMENDED AND RESTATED TRADEMARKS, COPYRIGHTS AND REGISTERED NAMES
(Continued)**

<u>File No.</u>	<u>Serial or Registration No.</u>	<u>Filing or Reg Date/</u>	<u>Mark</u>	<u>Status</u>
DIT 4D5CA Canada		November 11, 2009	DOCK RITE	Pending
DIT 4D8CA Canada		November 24, 2008	CENTER LINE	Pending
DIT4E8	77-566072	April 21, 2009	SIBERIAN	Pending