

09-13-2002

U.S. DEPARTMENT OF COMMERCE



2 SHEET

Patent and Trademark Office  
Docket No. 7427/453

102220909

9/13/02

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

1. Name of conveying party(ies):  
Bank of the West d/b/a/ United California Bank  
  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State:       Other: California Banking Corporation

9-13-02

2. Name and address of receiving party(ies):  
  
Name: International E-Z Up, Inc.  
Internal Address:  
Street Address: 1601 Iowa Avenue  
City: Riverside State: California ZIP: 92507

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

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

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other: Terminate security interest  
Execution Date: August 29, 2002

4.A. Trademark Application No.(s)

B. Registration No.(s)

~~2,428,966~~ 2,455,537 2,457,379  
~~2,455,538~~ 2,457,377 2,460,442  
2,455,536 2,457,378

Additional numbers attached? \* Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Charlotte Chen  
Morrison & Foerster, LLP  
555 West Fifth Street, 35th Floor  
Los Angeles, CA 90013

6. Total number of applications and trademark registrations involved: 8

7. Total fee (37 C.F.R. § 3.41): \$215.00

Enclosed  
 Authorized to be charged to deposit account, referencing Attorney Docket \_\_\_\_\_

8. Deposit account number: \_\_\_\_\_

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No.

**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.

Name: Eric Sanders

Signature

9/15/02

Date

Total number of pages comprising cover sheet, attachments and document: 5

09/16/2002 GT0N11 00000045 2428966

01 FC:481 40.00 DP  
02 FC:482 175.00 DP

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

la-595298

**TRADEMARK**  
**REEL: 002581 FRAME: 0072**

## TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of August 29, 2002, executed by Bank of the West d/b/a United California Bank, in its capacity as agent (in such capacity, the "Agent") to the lenders under that certain Amended and Restated Credit Agreement dated as of January 15, 2002 by and among International E-Z Up, Inc., a California corporation ("Debtor"), the lenders party thereto (the "Lenders"), the Agent and the issuer of letters of credit thereunder (the "L/C Issuer"), releasing all security interests of the Agent on behalf of the Agent, the Lenders, and the L/C Issuer (collectively, the "Secured Parties") in the Trademarks (defined below) owned by the Debtor.

### RECITALS

WHEREAS, pursuant to that certain Security and Collateral Agency Agreement dated as September 30, 1999 by and among the Debtor and the Agent (as amended, restated, extended, and replaced, the "Security Agreement"), the Debtor granted to Agent on behalf of the Secured Parties a security interest in certain assets of the Debtor, including, without limitation, the trademarks specifically described on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, pursuant to that certain Amendment to Supplemental Security Agreement and Reaffirmation (Trademarks) dated as of January 15, 2002 by and among the Debtor and the Agent (the "Trademark Recordation Device") the Debtor confirmed the grant of the security interest in the Trademarks and the Trademark Recordation Device was recorded in the United States Patent and Trademark Office on January 23, 2002 at Reel 002402, Frame 0642;

WHEREAS, Debtor desires termination of the Secured Parties' security interest in the Trademarks; and

WHEREAS, the Secured Parties are willing to terminate their security interest in the Trademarks;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


### AGREEMENT

1. Termination of Security Interest. The Agent on behalf of the Secured Parties hereby terminates all of the Secured Parties' security interest in the Trademarks.

2. Revocation of Power of Attorney. The powers of attorney granted by Debtor to the Agent on behalf of the Secured Parties pursuant to that certain Irrevocable Power of Attorney delivered by the Debtor in connection with the Trademark Recordation Device are hereby revoked with respect to the Trademarks.

IN WITNESS WHEREOF, the Agent on behalf of the Secured Parties has caused this Termination of Trademark Security Interest to be duly executed on the date first mentioned above.

Bank of the West d/b/a United California Bank, in its capacity as Agent

By:   
Name: David W. Shaw  
Title: Vice President

STATE OF CALIFORNIA )

COUNTY OF SAN ANGELES ) ss.

On AUGUST 29, 2002, before me, the undersigned notary public in and for said County and State, personally appeared DAVID W. SHAW, 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~~(ies)~~ upon behalf of which the person~~(s)~~ acted executed the instrument.

WITNESS my hand and official seal.

J. Vergara  
My commission expires on 12/20/2003



Schedule 1 to Termination of  
Trademark Security Interest

TRADEMARK/SERVICE MARK	REGISTRATION DATE	REGISTRATION NO.
BUNGALOW	02/13/2001	2,428,966
EMBASSY	05/29/2001	2,455,537
EMBASSY (Stylized)	06/05/2001	2,457,379
ESCORT	05/29/2001	2,455,538
ESCORT & Design	06/05/2001	2,457,377
SPEED SHELTER	06/12/2001	2,460,442
SPRINT	05/29/2001	2,455,536
SPRINT & Design	06/05/2001	2,457,378

la-595022

RECORDED: 09/13/2002

TRADEMARK  
REEL: 002581 FRAME: 0076