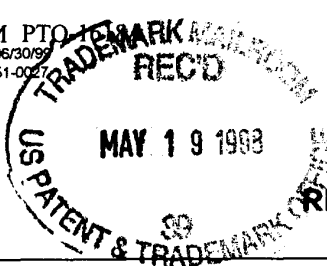


FORM PTO-101
Expires 06/30/99
OMB 0651-0027



06-08-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100731134

5/19/98.

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 Itochu International Acquisition Corp.

03261998

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Congress Financial Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1201 Main Street

Address (line 2) Suite 1625

Address (line 3) Dallas

City

TX

State/Country

75250

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization Texas

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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)		
<input type="text" value="75284203"/>	<input type="text" value="75337117"/>	<input type="text"/>	<input type="text" value="907843"/>	<input type="text" value="1917594"/>	<input type="text"/>
<input type="text" value="75297720"/>	<input type="text" value="74726333"/>	<input type="text"/>	<input type="text" value="1703953"/>	<input type="text" value="1925471"/>	<input type="text"/>
<input type="text" value="75297721"/>	<input type="text" value="75421873"/>	<input type="text"/>	<input type="text" value="1912988"/>	<input type="text" value="1936855"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

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

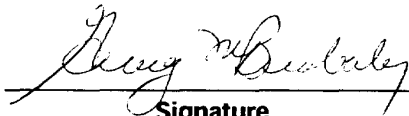
Method of Payment: Enclosed Deposit Account

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.

George M. Borababy 

Name of Person Signing Signature Date Signed

TRADEMARK SECURITY AGREEMENT

WHEREAS, ITOCHU INTERNATIONAL ACQUISITION CORP., a Delaware corporation ("Grantor"), or its predecessor in interest, has adopted and used the trademarks and service marks (collectively "trademarks") listed as trademark registrations on Schedule 1 annexed hereto, all of the trademark registrations and trademark applications that are listed on Schedule 1 annexed hereto, and Grantor is a party to, or has been assigned all rights by a party to, the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and Congress Financial Corporation, a Texas corporation ("Grantee"), are parties to that certain Loan and Security Agreement dated as of March 26, 1998 (as heretofore or hereafter amended, modified and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in all of the assets of Grantor, including, but not limited to, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby assign, pledge, mortgage, convey, transfer and set over unto Grantee as security for all of the obligations of Grantor under, in respect of or in connection with the Loan Agreement, and grants to Grantee a lien on and security interest in, all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or (including any renewals thereof) acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (including any renewals thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration, including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the grant, assignment, conveyance, transfer, lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 26th day of March, 1998.

GRANTOR:

ITOCHU INTERNATIONAL
ACQUISITION CORP.

By: K. H. Choi
Name: Kuang Ho Choi
Title: President

Acknowledged, agreed and accepted as
of the date hereof:

GRANTEE:

CONGRESS FINANCIAL CORPORATION (SOUTHWEST)

By: [Signature]
Name: [Signature]
Title: Vice President

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
PRIMEPLY	75/284,203	April 30, 1997	Pending
FASTENER EXCHANGE	75/297,720	May 23, 1997	Pending
PRIMEGRIP	75/297,721	May 23, 1997	Pending
PRIMEGUARD	75/337,117	August 7, 1997	Pending
PRIMESOURCE BUILDING PRODUCTS, INC.	74/726,333	September 6, 1995	Pending
SEQUOIA SUPPLY SS (STYLIZED LETTERS)	75/421,873	January 16, 1998	Pending

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>	<u>FIRST USE</u>	<u>GOODS</u>
GRIP-RITE	907,843	Feb. 16, 1971	June, 1967	Nails and Brads
PRIMESOURCE	1,703,953	July 28, 1992	Jan. 16, 1990	Distributorship Services in the field of Building and Construction Products
GRIP-RITE COLLATED FASTENERS (AND DESIGN)	1,912,988	August 22, 1995	June, 1991	Nails and Staples
GRIP-RITE	1,917,594	Sept. 12, 1995	Jan., 1975	¹

¹ Metal Screws, Nuts, Bolts, Washers, Aluminum and Steel Siding, Roof Coverings and Building Materials, namely Roof Cements, Asphalt and Bituminous Roof Coatings, Roof Shingles, Roll Roofings (non-

TRADEMARK

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PRIMEKOTE	1,925,471	Oct. 10, 1995	Jan., 1993	Asphalt-Based Roof Coatings; Roofing Elements
PRIMEGUARD	1,936,855	Nov. 21, 1995	Jan., 1993	Polymer Coated Exterior Screws, Nails and Fasteners

metal), Vinyl Siding, Hardboard Siding, Wood Siding.

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RECORDED: 05/19/1998
120

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MUN 18:30 FAX 212 898 7825
RUBIN BAHM LEVIN