

Schedule 1

<u>Trade Names used with the TM Mark</u>	<u>Registration #</u>	<u>Date/Country</u>	<u>Exp.</u>
PEASE CARBON DOOR™			
Trooper Door Systems™			
RePlace™ Door Systems			
Homestead Door Systems™			
Sculptured Crystal™ glass			
Anniversary™ glass			
Crystal Garden™ glass			
All-Weather Adjustable Sill™			
Normandy Locksets™			
Dor-West™ doors			

Application for Registered Trademark

<u>Pease Registered Trademarks</u>	<u>Registration #</u>	<u>Date/Country</u>	<u>Exp.</u>
Pease® & Design (Chevron)	1,307,635	12/04/84/US	20 yrs.
Pease® (International)	00439680	04/16/89/Taiwan	10 yrs.
Pease® (for locking hardware)	1,891,935	05/02/95/US	10 yrs.
Ever-Strait® (<i>Transferred from Pease Co. 02/27/92</i>)	743,639	01/15/83/US	20 yrs.
Ever-Strait® (International)	181,219	09/20/73/Mexico	
Registry®	1,505,932	09/27/88/US	20 yrs.
Alert-Bolt®	1,869,339	12/27/94/US	10 yrs.
Alert-Lock®	2,007,337	10/15/96	10 yrs.
Crystal-Etch®	1,508,155	10/11/88/US	20 yrs.
Crystal-Etch® (International)	363,591	09/20/88/Mexico	09/20/03
EtchLight®	1,507,185	10/04/88/US	20 yrs.
EtchLight® (International)	201,558	09/25/90/Korea	10 yrs.
EtchLight® (International)	362,548	09/20/88/Mexico	5 yrs.
EtchLight® (International)	00446390	06/16/89/Taiwan	06/15/99
Jamb-Jack®	1,331,644	04/23/85/US	20 yrs.
Quintessence®	1,639,105	03/26/91/US	10 yrs.
Glas-Came®	2,109,464	10/28/97/US	10 yrs.
Pease-Shield® (<i>Notice of Allowance</i>)	<i>SV 75/197866</i>	<i>10/28/97/US</i>	
Glendale®	1,893,910	05/16/95/US	10 yrs.
Cumberland®	1,921,465	09/26/95/US	10 yrs.

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ASSIGNMENT OF TRADEMARKS

WHEREAS, PEASE INDUSTRIES, INC., an Ohio corporation, with its chief executive office at 7100 Dixie Highway, Fairfield, Ohio 45014-5543 ("Assignor"), has acquired, adopted and used, and is using, the trademarks listed on Schedule 1 attached hereto and made a part hereof; and

WHEREAS, Assignor and THE PROVIDENT BANK, as Lender, an Ohio banking corporation, having its principal office at One East Fourth Street, Cincinnati, Ohio 45202 ("Assignee"), have entered into that certain Credit Agreement by and between Assignor and Assignee dated of even date herewith (the "Credit Agreement"), by which Assignee has acquired security interests in said trademarks and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey a security interest to Assignee in all rights, titles and interests in and to the said trademarks, together with the goodwill of the business symbolized by the trademarks, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

- (a) that Assignor is the sole and exclusive owner of the trademarks and all rights comprised in the trademarks and has the full authority to make this assignment;
- (b) that the trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances;
- (c) that the validity of the trademarks has never been questioned;
- (d) that Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and
- (e) that the trademarks and all rights comprised in the trademarks shall not be licensed or assigned in any manner without the prior written consent of Assignee.

THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks as of this 13th day of May, 1998.

PEASE INDUSTRIES, INC.

By: David H. Pease, Jr.
Name: David H. Pease, Jr.
Title: Chairman

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this 13th day of May, 1998, before me personally appeared David H. Pease, Jr. the Chairman of PEASE INDUSTRIES, INC., who signed this instrument and acknowledged that he signed it as a free act on behalf of the corporation.

Laura Leigh Warren
Notary Public



LAURA LEIGH WARREN, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

ASSIGNMENT OF TRADEMARKS
PEASE INDUSTRIES, INC.

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RECORDED: 05/29/1998

TRADEMARK
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