

07-28-1998



TRADEMARKS ONLY

TRADEMARKS ONLY

100777944

*MKD
1-27-98*

to the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

<p>1. Name of Party(ies) conveying an interest</p> <p>Universal-Rundle Corporation</p> <p>Entity:</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation State <u>Delaware</u></p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached <input type="checkbox"/> yes <input type="checkbox"/> no</p>	<p>2. Name and Address of Party(ies) receiving an interest:</p> <p>Name: American National Bank and Trust Company of Chicago</p> <p>Internal Address:</p> <p>Street Address: 120 South LaSalle Street</p> <p>City: Chicago</p> <p>State/Zip: IL 60603</p> <p>Entity:</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation State _____</p> <p><input checked="" type="checkbox"/> Other <u>a national banking association</u></p> <p>Citizenship _____</p>
<p>3. Description of the interest conveyed</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Merger</p> <p>Date of execution of attached document: July 10, 1998</p>	<p>If not domiciled in the United States, a domestic representation designation is attached</p> <p><input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>(the attached document must not be an assignment)</p> <p>Additional name(s) and addresses attached:</p>
<p>4. Application number(s) or registration number(s). Additional sheet attached? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no</p> <p>A. Trademark Application No(s) _____</p> <p>B. Trademark Registration No(s) (see attached sheet) _____</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed</p> <p>Name: <u>Federal Reserve Corp</u></p> <p>Address: <u>400 Seventh St NW</u></p> <p>City: <u>Washington DC</u></p> <p>State/Zip: <u>20004</u></p> <p><u>Suite 101</u></p>	<p>6. Number of applications and registrations involved: <u>32</u></p> <p>7. <input type="checkbox"/> The \$ <u>815</u> filing fee is enclosed.</p> <p>8. <input type="checkbox"/> Please charge the \$ _____ filing fee to Deposit Account No. 19-0011</p> <p>9. <input type="checkbox"/> Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. _____</p>
<p>DO NOT USE THIS SPACE</p>	
<p>10. 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.</p> <p>Deborah K. Openshaw Name of Person Signing</p> <p><u>Deborah K. Openshaw</u> Signature</p> <p>7/10/98 Date</p> <p>Total number of pages comprising coversheet: <input type="checkbox"/></p> <p><u>15</u></p>	

07/27/1998 TT0111 00000186 1600668

01 FC:481
02 FC:482

40.00 OP
775.00 OP

Schedule A

Schedule of Trademarks

<i>Mark</i>	<i>Reg. No.</i>	<i>Comments</i>
TAURUS	1,600,668	
SATURN	1,508,007	
ADJUSTO & DES	350,025	
LIFT'N CLEAN	1,449,536	
LIBERTE	1,170,050	
MATERIALLY AHEAD IN THE BATH	1,170,050	
MATERIALLY AHEAD IN THE BATH	1,071,400	
MATERIALLY AHEAD IN THE BATH & DES.	1,107,899	
UR and DESIGN	993,632	
UR and DESIGN	996,479	
UR and DESIGN	986,318	
UR and DESIGN	607,551	
UR and DESIGN	996,479	
UNIVERSAL-RUNDLE	978,416	
UNIVERSAL-RUNDLE and DESIGN	978,419	
UNI-SHOWER	937,893	
UNI-BATH	940,292	
MF and DESIGN	724,695	
SHOWERITE and DESIGN	591,858	
CHANTILLY	1,889,232	
THE SOURCE	1,895,509	
CONTEMPO	1,928,294	
BORDEAU	1,931,536	
NOSTALGIA	1,928,290	
AMEGA	1,928,293	
APOLLO	1,928,289	
ADARA	1,931,558	
ATLAS	1,929,958	
ODESSA	2,011,030	
EURODOOR	2,067,803	
ASTORIA		Awaiting registration certificate
DUREX		Re-filing application with new

100134/0119/181343/Version # .2

URC and DESIGN
NEVERDRIP

2,071,055
PENDING (serial no.
75/352,972)

specimens

100134/0119/181343/Version # :2

TRADEMARK
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Schedule B
Schedule of Licenses

License agreement to CR/PL, L.L.C. licensing the same trademarks as set forth on Schedule A.

100134/0119/181343/Version # 1.2

TRADEMARK
REEL: 1760 FRAME: 0667

ODESSA	2,011,030
EURODOOR	2,067,803
ASTORIA	
DUREX	
URC and DESIGN	2,071,055
NEVERDRIP	PENDING (serial no. 75/352,972)

100134/0119/181886/Version # 1.1

TRADEMARK
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EXHIBIT A

Conveying Party:

Universal-Rundle Corporation
217 North Mill Street
New Castle, PA 16101

Receiving Party:

**American National Bank and Trust
Company of Chicago**
120 South LaSalle Street
Chicago, IL 60603

Schedule of Trademarks

<i>Mark</i>	<i>Reg. No.</i>
TAURUS	1,600,668
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100134/0119/181886/Version # : 1

TRADEMARK
REEL: 1760 FRAME: 0669

**TRADEMARK SECURITY AGREEMENT
UNIVERSAL-RUNDLE CORPORATION**

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is dated for reference purposes only as of July 10, 1998, by and between Universal-Rundle Corporation, a Delaware corporation ("**Pledgor**"), having its principal place of business at 217 Mill Street, New Castle, PA, and American National Bank and Trust Company of Chicago, individually and as Agent, having its principal place of business at 120 S. LaSalle Street, Chicago, IL ("**Secured Party**").

RECITALS:

A. Pursuant to that certain Third Amended and Restated Loan and Security Agreement dated for reference purposes only even date herewith by and between CR/PL, L.L.C. ("**Borrower**") and American National Bank and Trust Company of Chicago ("**ANB**") (said agreement, as heretofore, concurrently herewith and hereafter amended, restated, supplemented, modified and extended, collectively referred to as the "**Loan Agreement**"), ANB has agreed to lend monies and/or make advances, extensions of credit and other financial accommodations (collectively, the "**Loans**") to, on behalf or for the benefit of Borrower.

B. It is the intent of the parties to amend the Loan Agreement to provide that there shall be multiple lenders thereunder (those persons who from time to time are lenders under the Loan Agreement, collectively referred to herein as "**Lenders**"), including ANB, and that ANB shall act as managing agent and collateral agent on behalf of such Lenders ("**Agent**").

C. ANB has required as a condition, among others, to the making of the Loans to Borrower, in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations (as defined in the Loan Agreement), that Pledgor unconditionally guaranty payment and performance of all obligations and liabilities of Borrower to Secured Party, ANB, and Lenders and execute and deliver this Agreement to Secured Party, individually and as Agent for the ratable benefit of Lenders to secure payment and performance of the Secured Obligations.

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

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

100134/0119/181343/Version # . 2

TRADEMARK
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2. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto, as if fully set forth herein.

3. Security Interest in Trademarks and Licenses. To secure prompt and complete and timely payment, performance and satisfaction of all of the Secured Obligations (including but not limited to the obligations of Pledgor under the guaranty) Pledgor hereby grants to the Secured Party, individually and as agent for the benefit of all Lenders, a security interest, with power of sale to the extent permitted by applicable law, in all of Pledgor's now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of Pledgor's business symbolized by the foregoing and connected therewith, and (v) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's Trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, whether Pledgor is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (all of the foregoing are hereinafter referred to collectively as the "**Licenses**").

4. New Trademarks and Licenses. Pledgor represents and warrants that the Trademarks listed on Schedule A include all of the Trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, and service mark applications now owned by Pledgor, that the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements held by Pledgor, and that no other liens, claims or security interests have been granted by Pledgor to any other Person in such Trademarks and Licenses other than a license thereof in favor of Borrower. If, prior to the termination of this

Agreement, Pledgor shall obtain rights to any new trademarks or service marks, or become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new trademark license agreement, the provisions of Section 3 shall automatically apply thereto.

5. Royalties. Pledgor hereby agrees that the use by Secured Party of the Trademarks and Licenses as authorized hereunder shall be coextensive with Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Secured Party or Lenders to Pledgor.

6. Termination of Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Secured Obligations and termination of the Loan Agreement, this Agreement shall terminate.

7. Duties of Pledgor. Pledgor shall, (i) prosecute diligently any trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registerable trademarks or service marks as Pledgor deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Pledgor's rights in the Trademarks and Licenses, including, without limitation, making timely filings with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

8. Secured Party's Right to Sue. After the occurrence and during the continuation of an Event of Default, Secured Party, shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Secured Party shall commence any such suit, Pledgor shall, upon the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse Secured Party for all costs and expenses incurred by Secured Party in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between Pledgor, Lenders and Secured Party and no failure or delay on the part of Secured Party to exercise, or delay in exercising, any right, power or privilege hereunder, under the Loan Agreement or under any other agreement, shall operate as a waiver of any of Secured Party's rights, powers or partial exercise of any right, power or privilege hereunder, under the Loan Agreement or under any other agreement.

10. Modification. Pledgor expressly agrees that for purposes of this Agreement and each and every other Loan Document: (i) this Agreement and each and every other Loan Document shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1 *et. seq.* (the "**Act**"); (ii) the Act applies to this transaction including, but not limited to, the execution of this Agreement and each and every other Loan Document; and (iii) any action on or in any way related to this Agreement and each and every other Loan Document shall be governed by the Act. This Agreement may not be altered, amended or modified in any way, except as

specifically provided in Sections 3 and 4 hereof or by a writing signed by Pledgor and Secured Party.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Secured Party with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Pledgor hereby appoints Secured Party, as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement. Pledgor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full and all financing arrangements between Secured Party and Pledgor shall have been terminated. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to Secured Party, individually and as agent for the benefit of Lenders, and its nominees. Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Pledgor. Pledgor shall not assign its obligations hereunder without Secured Party's prior written consent.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Notices. All notices or other communications required or desired to be served given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with the Loan Agreement.

15. Duty of Secured Party. Neither Secured Party nor any Lender shall be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses, except for wilful misconduct or gross negligence. Without limiting the generality of the foregoing, neither Secured Party nor any Lender shall be under any obligation to take any action necessary or preserve rights in the Trademarks or Licenses against any other

Persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Pledgor and added to the Secured Obligations.

16. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

17. Fax; Counterparts. For purposes of negotiating and finalizing this Agreement (including any subsequent amendments thereto), any signed document transmitted by facsimile machine ("FAX") shall be treated in all manner and respects as an original document. The signature of any party by FAX shall be considered for these purposes as an original signature. Any such FAX document shall be considered to have the same binding legal effect as an original document, provided that an original of the faxed document was mailed by first class U.S. Mail or personally delivered to the recipient, on the date of its transmission with proof of the fax transmission. At the request of either party, any FAX document subject to this Agreement shall be re-executed by both parties in an original form. The undersigned parties hereby agree that neither shall raise the use of the FAX or the fact that any signature or document was transmitted or communicated through the use of a FAX as a defense to the formation of this Agreement. This Agreement may be signed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one agreement, binding on all of the parties hereto notwithstanding that all of the parties hereto are not signatories to the same counterpart. Each of the undersigned parties authorizes the assembly of one or more original copies of this Agreement through the combination of the several executed counterpart signature pages with one or more bodies of this Agreement, including the Exhibits, if any, to this Agreement. Each such compilation of this Agreement shall constitute one original of this Agreement.

18. Secured Party as Agent. Prior to the date of the amendment of the Loan Agreement contemplated in Recital B, Secured Party shall be the secured party hereunder, individually, on its own behalf as the sole lender under the Loan Agreement. Upon amendment of the Loan Agreement as contemplated in Recital B, Secured Party shall be appointed by the Lenders to act as Secured Party hereunder, for the ratable benefit of all Lenders. Secured Party shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights and to take or refrain from taking any action (including without limitation, the release or substitution of any collateral), solely in accordance with the Loan Agreement. After amendment of the Loan Agreement, as contemplated in Recital B, Secured Party shall at all times be the same person that is Agent under the Loan Agreement. Written notice or resignation of Secured Party pursuant to the terms of the Loan Agreement shall also constitute notice of resignation as Secured Party under this Agreement and each of the other Loan Documents to which Secured Party, as agent, is or may become a party. From and after the amendment of the Loan Agreement contemplated in Recital B, removal of Secured Party as Agent pursuant to the terms of the Loan Agreement shall also constitute removal of Secured Party under this Agreement and appointment of a successor Agent pursuant to the terms of the Loan Agreement shall also constitute appointment of a successor Secured Party under this Agreement. Upon the acceptance of any appointment of Agent under the Loan Agreement by a successor Agent, that successor Agent shall be Secured Party hereunder shall thereupon succeed

to and become vested with all the rights, powers, privileges and duties of the retiring or removed Secured Party under this Agreement, and the retiring or removed Secured Party under this Agreement shall promptly transfer to such successor Secured Party all sums, securities and other items of collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the assignment to such successor Secured Party of the security interests created hereunder, whereupon such retiring or removed Secured Party shall be discharged from its duties and obligations under this Agreement. After retiring or removed Secured Party's resignation or removal hereunder as Secured Party, the provisions of this Agreement shall inure to its benefit as to actions taken or permitted to be taken by it under this Agreement while it was Secured Party hereunder.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the parties hereby have duly executed this Trade Mark Security Agreement dated for reference purposes only as of July 10, 1998.

UNIVERSAL-RUNDLE CORPORATION, a
Delaware corporation

By: Reed L. Beidler
Reed L. Beidler, President

Acknowledged and Agreed to in
Chicago, Illinois

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

Elizabeth J. Limpert
Elizabeth J. Limpert,
First Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was executed and acknowledged before me on July 10, 1998, by Reed L. Beidler, personally known to me to be the President of Universal-Rundle Corporation, a Delaware corporation, having its principal place of business at 217 Mill Street, New Castle, PA, on behalf of such corporation.

Laura L. Krueger

Notary Public

My commission expires: 4/24/99



STATE OF ILLINOIS

SS

COUNTY OF COOK

The foregoing Trademark Security Agreement was executed and acknowledged before me on July 10, 1998, by Elizabeth J. Limpert, personally known to me to be the First Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, having its principal place of business at 120 South LaSalle Street, Chicago, IL, on behalf of such corporation.

Laura L. Krueger
Notary Public

My commission expires: 4/24/99



100134/0119/181343/Version # : 2

RECORDED: 07/27/1998

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