MRD 7-26-99

07-28-1999

101101802

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECEIVED

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

1. Name of conveying party(ies): **Sun Coast Industries, Inc.**

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - State Delaware
☐ Other

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

2. Name and address of receiving party(ies):

Name: NationsBank, NA

Internal Address: 100 North Tryon Street, 13th Floor, Charlotte, NC 28255-00001

Street Address: 100 North Tryon Street, 13th Floor, Charlotte, NC 28255-00001

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached:
☐ Yes ☐ No
(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: March 12, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name:

Tamsen Valoir
Street Address:

Jenkens and Gilchrist P.C.
1100 Louisiana Street, Suite 1800
Houston, Texas 77002-5214

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): $365.00

■ Enclosed
☐ Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: 10-0447
(Attach duplicate copy of this page if paying by deposit account)

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.

Tamsen Valoir — Tamsen Valoir — 7-23-99
Name of Person Signing — Signature — Date

Total number of pages comprising cover sheet: 15

07/27/1999 DNGUYEN 00000215 1998270

01 FC:481 40.00 OP
02 FC:482 325.00 OP

Date of Deposit July 23, 1999

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as **first class mail** with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.

Sallie Carlisle
Sallie Carlisle

IPHOU:26342.1 46715-01148

Trademarks Owned by Sun Coast Industries, Inc.

Mark	Reg. #	Registration Date
SUN COAST & Design	1,998,270	September 3, 1996
SUN COAST & Design	1,998,271	September 3, 1996
SUN COAST & Design	1,998,272	September 3, 1996
SUN COAST & Design	1,998,273	September 3, 1996
SUN COAST	1,999,995	September 10, 1996
SUN COAST	1,999,996	September 10, 1996
SUN COAST	1,999,997	September 10, 1996
SUN COAST	2,001,518	September 17, 1996
SUN COAST	2,019,076	November 26, 1996
SUN COAST	2,036,718	February 11, 1997
SUN COAST	2,075,025	July 1, 1997
SUN COAST & Design	2,018,999	November 26, 1996
SUN COAST & Design	2,028,445	January 7, 1997
SUN COAST & Design	2,078,444	July 15, 1997

TRADEMARK SECURITY AGREEMENT
(Sun Coast)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between SUN COAST INDUSTRIES, INC., a Delaware corporation ("Debtor"), and NATIONSBANK, N.A., a national banking association ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Amended and Restated Credit Agreement dated as of March 12, 1999 (the "Credit Agreement") among Kerr Group, Inc., Secured Party, NationsBanc Montgomery Securities LLC and Wells Fargo Bank, N.A., and each of the "Lenders" party thereto.

RECITALS:

A. Debtor and Secured Party have entered into that certain Pledge and Security Agreement, dated as of March 12, 1999 (as the same may be renewed, extended, amended, modified, restated, supplemented, and in effect from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor'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 acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b)

injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 12 day of March, 1999.

DEBTOR:

SUN COAST INDUSTRIES, INC.
a Delaware corporation

By: L C Caldwell
Name: LC Caldwell
Title: VP

SECURED PARTY:

NATIONSBANK, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 12 day of March, 1999.

DEBTOR:

SUN COAST INDUSTRIES, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

NATIONSBANK, N.A.,
as Administrative Agent

By: Harold R. Beattie Jr.
Name: Harold R. Beattie, Jr.
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
)
COUNTY OF LANCASTER)

This instrument was acknowledged before me this 12 day of March, 1999, by LAWRENCE C. CALDWELL, as VICE PRES. of Sun Coast Industries, Inc., a Delaware corporation, on behalf of such company.

Sherry S. Shetzer

{Seal} Notary Public in and for the State of PENNSYLVANIA

My commission expires: FEBRUARY 26, 2000

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this __ day of March, 1999, by _____, as _____ of NationsBank, N.A., a national banking association, on behalf of such bank.

{Seal} Notary Public in and for the State of _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this __ day of March, 1999, by _____, as _____ of Sun Coast Industries, Inc., a Delaware corporation, on behalf of such company.

{Seal}

_____
Notary Public in and for the State of _____

My commission expires:_____

STATE OF Texas)
)
COUNTY OF Dallas)

This instrument was acknowledged before me this 11 day of March, 1999, by Harold L Beatty Jr, as Senior Vice President of NationsBank, N.A., a national banking association, on behalf of such bank.

Sherri Bender
Notary Public in and for the State of Texas

{Seal}

My commission expires:_____

Sherri Bender
Notary Public, State of Texas
My Comm. Expires 03/25/00

TRADEMARK SECURITY AGREEMENT (Sun Coast)

FINS2DAL:61094.3 46715-01148

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademarks Owned by Sun Coast Industries, Inc.

(See attached.)

151346.01-Los AngelesS1A