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01-03-2000

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)



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Tab settings

To the Honorable Commissioner of

101235345

attached original documents or copy thereof.

1. Name of conveying party(ies):

Duramax, Inc. 16025 Johnson Street Middlefield, OH 44062

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 9-30-99

2. Name and address of receiving party(ies)

Name: Banc of America Commercial Finance Corporation, as Agent

Street Address: 187 Danbury Road

City: Wilton State: CT ZIP: 06897

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

See Schedule 1 attached hereto.

B. Trademark Registration No.(s)

See Schedule 1 attached hereto.

Additional numbers attached? Yes No (checked)

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

Name: Jackie Lee

Internal Address: Access Information Services, Inc.

Street Address: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41).....\$ 590.00

Enclosed (checked)

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01/03/2000 TTDN11 00000009 1978623

FC:481 FC:482

40.00 DP 550.00 DP

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.

Jackie Lee Name of Person Signing

Jackie Lee Signature

12-22-99 Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK REEL: 002005 FRAME: 0014

Schedule 1 to
 Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
COLORMATCH	1,978,623	June 4, 1996
COMFORTECH	1,947,335	January 9, 1996
DURA-COVE	1,474,193	January 26, 1988
GEM FINISHES	2,124,243	December 23, 1997
GENESES	2,233,414	March 23, 1999
JOHNSONITE	867,337	April 1, 1989
OPTIX	2,127,677	January 6, 1998
PRIMA	2,078,112	July 8, 1997
PRISTINE FINISHES	2,185,272	September 1, 1998
ROUNDEL	1,388,394	April 1, 1986
SAFE-T-FIRST	2,006,547	October 8, 1996
SAFE-T-RIB	904,827	December 22, 1990
TERRA-TURF	1,853,407	September 13, 1994
THRUST-A-PAD	725,793	January 2, 1982
TIGHTLOCK	2,052,008	April 15, 1997
VENT-COVE	1,922,029	September 26, 1995

TRADEMARK APPLICATIONS

Trademark	Serial Number	Filing Date
BRONZE REFLECTIONS	75/624,421	January 20, 1999
DURAMAX	75/778,195	August 17, 1999
DURAMAX	75/778,194	August 17, 1999
FLAGSTONE	75/314,639	June 25, 1997
METALLICS	75/624,422	January 20, 1999
SAFETY STRIDE	75/567,799	October 9, 1998
SPECKSTONE	75/624,423	January 20, 1999

TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Duramax, Inc., an Ohio corporation (herein referred to as "**Grantor**"), owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, certain lenders and Banc of America Commercial Finance Corporation, as Agent, are parties to a Credit Agreement dated as of September 30, 1999 (as the same may be amended and in effect from time to time among said parties and such lenders (the "**Lenders**") as may from time to time be parties thereto, the "**Credit Agreement**");

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 30, 1999 (as said Agreement may be amended and in effect from time to time, the "**Security Agreement**") among Grantor and Banc of America Commercial Finance Corporation, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, the "**Grantee**"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure its Secured Obligations, a continuing 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 arising or acquired:

- (i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

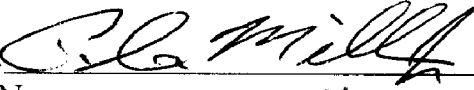
Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest 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.

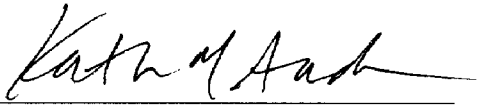
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of September, 1999.

DURAMAX, INC.

By: 
Name: P. C. MILLER, JR.
Title: PRESIDENT


Acknowledged:

BANC OF AMERICA COMMERCIAL
FINANCE CORPORATION, as Agent

By: 
Name: Kathleen Auda
Title: Vice President

STATE OF)
) : ss.:
COUNTY OF)

On the 30th day of September, 1999 before me personally came P.C. Miller Jr., to me personally known and known to me to be the person described in and who executed the foregoing instrument as [President] of Duramax, Inc., who being by me duly sworn, did depose and say that he resides at 7560 Thistlelan, Navalty Ohio; that he is [President] of Duramax, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

Notary Public, State of

My commission expires:

COLIN OCONNOR
NOTARY PUBLIC, State of New York
No. 01OC8013891
Qualified in Suffolk County
Commission Expires Sept. 28, 2000

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