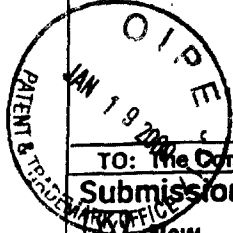


02-10-2000



101263837

### 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
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

#### FOR OFFICE USE ONLY

02/09/2000 DCDATES 00000081 1371358

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

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 (0461-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0461-0027, 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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,371,358"/>	<input type="text" value="1,183,840"/>	<input type="text" value="1,174,281"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,349,472"/>	<input type="text" value="1,392,421"/>	<input type="text" value="1,371,358"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

ERIN REUSING

Erin Reusing

1-18-2000

Name of Person Signing

Signature

Date Signed

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 13th day of January, 2000, between **FLEET CAPITAL CORPORATION**, a Rhode Island corporation having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339, in its capacity as collateral and administrative agent for the Lenders (as hereinafter defined) (together with its successors in such capacity, "Agent"), and **ROCKLAND INDUSTRIES, INC.**, a Maryland corporation with its chief executive office and principal place of business at 1601 Edison Highway, Baltimore, Maryland 21213 (together with its successors and assigns, "Borrower").

### Recitals:

Borrower desires to obtain loans and other financial accommodations from those financial institutions (collectively, "Lenders") that are parties from time to time to that certain Loan and Security Agreement dated on or about the date hereof, among Borrower, Agent and Lenders (as at any time amended, the "Loan Agreement").

Pursuant to the terms of the Loan Agreement, Borrower has granted to Agent, for the Pro Rata benefit of Lenders, a lien upon and security interest in Borrower's now existing or hereafter acquired machinery, equipment, equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Trademarks (as hereinafter defined);

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees with Agent as follows:

1. All capitalized terms used herein, including those used in the Recitals hereto, unless otherwise defined shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of the Obligations, Borrower hereby pledges, assigns and grants to Agent, for the Pro Rata benefit of Lenders, a continuing security interest in and Lien upon all of the following property of Borrower, whether now owned or existing or hereafter acquired (the "Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, each trademark and application listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future

infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of Borrower's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

3. Borrower represents and warrants to Agent and Lenders that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral, enforceable against Borrower and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) Borrower has the unqualified right and corporate power and authority to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Borrower is the sole and exclusive owner of the entire right, title and interest in and to all of the Collateral, free and clear of any Liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third Persons;

4. Borrower covenants and agrees with Agent and Lenders that:

(a) Borrower will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of Borrower;

(b) Borrower will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of all pending and registered United States Trademarks and has made, and will continue to make, all appropriate filings with the United States Patent and Trademark Office to maintain the Trademark registrations in existence, including, without limitation, filing an affidavit of use

with the United States Patent and Trademark Office for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Borrower hereby grants to Agent and its employees and agents the right upon prior notice to Borrower to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Borrower shall do any and all acts required by Agent to ensure Borrower's compliance with paragraph 4(a) of this Agreement.

6. Borrower agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with Borrower's duties under this Agreement.

7. If, before the Obligations have been satisfied in full, Borrower shall obtain rights to any new trademarks, or becomes entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Borrower shall give to Agent prompt notice thereof in writing.

8. Borrower authorizes Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may immediately, for the benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand, each of which Borrower hereby expressly waives, and without advertisement (except as otherwise provided by Applicable Law) collect directly any payments due Borrower in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. Borrower hereby agrees that seven (7) days notice to Borrower of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Borrower, which right Borrower hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations for the Pro Rata benefit of Lenders in accordance with the terms of the Loan Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Borrower. If any deficiency shall arise, Borrower and each guarantor of the Obligations shall remain jointly and severally liable to Lenders therefor.

10. Borrower hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select as Borrower's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Borrower's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other

Person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other Person. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Commitments under the Loan Agreement shall have been terminated, Agent shall execute and deliver to Borrower, without representation, warranty or recourse and at Borrower's expense, all releases and other instruments necessary to terminate Agent's security interest in the Collateral, subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement, the Loan Agreement or any other Loan Document.

12. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses), incurred by Agent or any Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Borrower (it being the intent of Borrower and Agent that Borrower shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent, shall be paid by Borrower on demand to Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate per annum in effect from time to time under the Loan Agreement.

13. Borrower shall use its reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. Borrower shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed reasonably necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Borrower. Borrower shall not abandon any right to file a trademark application, or any pending trademark application or Trademark without the consent of Agent. Borrower's obligations under this Agreement to detect any infringements of the Trademarks and to maintain and preserve its rights in Trademarks and trademark applications for any pending Trademarks shall be limited to the extent that failure to undertake such actions would have a Material Adverse Effect.

14. (a) To the extent that the failure to do so would have a Material Adverse Effect, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name, to enforce the Trademarks and any license thereunder or to protect the rights of the parties thereunder, in which event Borrower shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14(a).

(b) To the extent that the failure to do so would have a Material Adverse Effect, Agent shall have the right, but in no way shall be obligated, to defend any suit or counterclaim in its own name in order

to defend the Trademarks and any licenses thereunder, in which event Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such defense and Borrower shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this paragraph 14(b).

15. No course of dealing between Borrower and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Collateral, whether established by this Agreement, by the Loan Agreement, by any other agreements or by Applicable Law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and upon the successors and permitted assigns of Borrower. Borrower shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.


20. Borrower hereby waives notice of Agent's acceptance hereof.

21. **THIS AGREEMENT HAS BEEN NEGOTIATED; EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN ATLANTA, GEORGIA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA.**


22. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND AGENT EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COLLATERAL.**

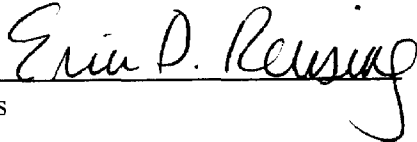
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal in Atlanta, Georgia on the day and year first written above.

ATTEST:

  
\_\_\_\_\_  
John A. Sowards, Assistant Secretary  
[CORPORATE SEAL]

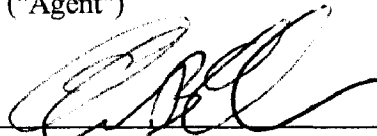
ROCKLAND INDUSTRIES, INC..  
("Company")

By:   
\_\_\_\_\_  
Mark R. Berman, President

  
\_\_\_\_\_  
Witness

Accepted in Atlanta, Georgia:

FLEET CAPITAL CORPORATION, as  
Agent ("Agent")

By:   
\_\_\_\_\_  
Title: Senior Vice President



STATE OF GEORGIA

§

COUNTY OF FULTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared Mark R. Berman, President of **ROCKLAND INDUSTRIES, INC.**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13<sup>th</sup> day of January, 2000.

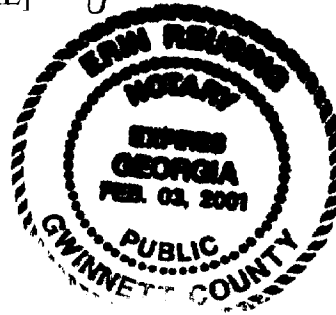
Erin Reusing

Notary Public

My Commission Expires:

February 3, 2001

[NOTARIAL SEAL]



STATE OF GEORGIA

§

COUNTY OF FULTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared Chris Colson of **FLEET CAPITAL CORPORATION**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13<sup>th</sup> day of January, 2000.

Erin Reusing

Notary Public

My Commission Expires:

February 3, 2001

[NOTARIAL SEAL]

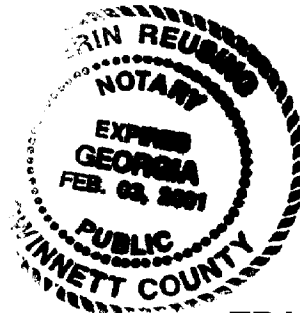


EXHIBIT A

**Rockland Industries, Inc.  
Trademarks and Tradenames  
Owned by Rockland Industries, Inc.**

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date</u>	<u>Issued</u> <u>Number</u>
ROC-LON	USA	11/19/85	1,371,358
ROC-LON	Australia	05/19/82	352,143
ROC-LON	Benelux	01/10/90	369,309
ROC-LON	Canada	03/26/94	135,045
ROC-LON	France	02/13/91	1,162,638
ROC-LON	Great Britain	10/19/95	2,041,919
ROC-LON	Hong Kong	03/22/97	3043/99
ROC-LON	Ireland	04/09/97	174,220
ROC-LON	Japan	02/28/94	2,628,945
ROC-LON	New Zealand	10/13/90	134,581
ROC-LON	Peoples Republic of China	09/28/99	1,210,819
ROC-LON	South Korea	09/19/91	221,553
ROC-LON	Taiwan	12/01/90	503,889
ROC-LON	Thailand	06/24/91	149,635
RAIN-NO-STAIN	USA	12/29/81	1,183,840
RAIN-NO-STAIN	Canada	03/15/99	TMA509,319
RAIN-NO-STAIN	Japan	09/30/92	17568/1990
RAIN-NO-STAIN	Thailand	11/05/91	162,783
THERMALSUEDE	USA	12/29/81	1,174,281
THERMALSUEDE	Australia	04/04/97	352,142
THERMALSUEDE	Benelux	10/01/80	369,310
THERMALSUEDE	France	01/24/91	1,162,639
THERMALSUEDE	Great Britain & Northern Ireland (as ROC-LON THERMALSUEDE)	12/01/80	1,141,206

THERMALSUEDE	Ireland	01/12/91	113,040
THERMALSUEDE	New Zealand	10/13/90	134,582
THERMALSUEDE	South Korea	09/17/91	221,552
THERMALSUEDE	Taiwan	03/18/91	517,076
THERMALSUEDE	Thailand	07/24/91	150,412
THE INTELLIGENT WINDOW	USA	07/16/85	1,349,472
WONDERFUL WINDOW	USA	05/06/86	1,392,421
WONDERFUL WINDOWS	USA	11/19/95	1,371,358

EXHIBIT B

CERTIFICATE

**ROCKLAND INDUSTRIES, INC.** ("Borrower"), DOES HEREBY CERTIFY to **FLEET CAPITAL CORPORATION** ("Agent") as agent for itself and certain other financial institutions ("Lenders") that are parties from time to time to the Loan and Security Agreement among Borrower, Agent, and Lenders, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated January 13, 2000, between Borrower and Agent (as amended from time to time to include future trademarks and trademark applications, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**ROCKLAND INDUSTRIES, INC.**  
("Company")

By: \_\_\_\_\_

Title: \_\_\_\_\_

{107289.2} 000052-00273