

MRD 6-14-00

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

07-14-2000



101404155

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

4

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

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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.)

07/12/2000 DNGUYEN 00000137 2232524

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
150.00 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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, 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

TRADEMARK  
REEL: 002101 FRAME: 0061

**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="2,232,524"/> | <input type="text" value="2,008,512"/> | <input type="text" value="2,010,139"/> |
| <input type="text"/>            | <input type="text"/> | <input type="text"/> | <input type="text" value="2,156,217"/> | <input type="text" value="1,847,535"/> | <input type="text" value="2,290,787"/> |
| <input type="text"/>            | <input type="text"/> | <input type="text"/> | <input type="text" value="2,072,726"/> | <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

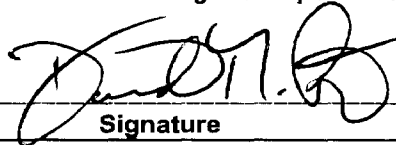
No

**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.

David M. Perry

Name of Person Signing



Signature

6/12/00

Date Signed

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement"), dated December 22, 1999, is entered into by **Keystone Retaining Wall Systems, Inc.**, a Minnesota corporation ("Pledgor"), with an address of 4444 W. 78<sup>th</sup> Street, Bloomington, Minnesota 55435, and delivered to Mellon Bank, N.A., as Agent ("Agent"), with an address of 1735 Market Street, 6<sup>th</sup> Floor, Philadelphia, Pennsylvania 19103, on behalf of Lenders (as defined below) and Issuing Bank (as defined below).

### Background

A. This Agreement is being executed in connection with that certain Amended and Restated Loan and Security Agreement, dated February 19, 1997, by and among Pledgor and each other Borrower (as defined therein), Agent, certain lenders who from time to time are party thereto (collectively "Lenders"), and Mellon Bank, N.A., as issuer of letters of credit thereunder ("Issuing Bank"), as amended, supplemented, restated, replaced, or otherwise modified, from time to time ("Loan Agreement"). Capitalized terms used but not defined herein shall have the meanings given to such terms in, or by reference in, the Loan Agreement.

B. As security for all Obligations (as defined under the Loan Agreement), Pledgor is granting Agent, for the ratable benefit of Lenders and Issuing Bank, a lien on and security interest in certain assets of Pledgor associated with or relating to products leased or sold under Pledgor's trademarks and the goodwill associated therewith, and under which Agent is entitled to foreclose or otherwise deal with such assets, trademarks, servicemarks and tradenames under the terms and conditions set forth therein.

C. Pledgor has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

D. Pursuant to the Loan Agreement, Agent, for the ratable benefit of Lenders and Issuing Bank, is acquiring a lien on, and security interest in, the Trademarks and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of the Obligations, and desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged,

and to secure the Obligations, Pledgor grants a lien and security interest to Agent, for the ratable benefit of Lenders and Issuing Bank, in all of its present and future right, title and interest in and to the Trademarks, together with all the goodwill of Pledgor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor hereby covenants and agrees to maintain the Trademarks (except such Trademarks that the Pledgor reasonably determines are not material to its business) in full force and effect until all of the Obligations are satisfied in full.

3. Pledgor represents, warrants and covenants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Pledgor's knowledge, each of the Trademarks is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third persons;

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

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks; and

(f) Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in products leased or sold under the Trademarks and hereby grants to Agent (with no obligation of any kind upon Agent to do so) the right to visit, upon prior notice, Pledgor's locations which manufacture, process, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure Pledgor's compliance with this paragraph 3(f).

4. Pledgor further covenants that:

(a) Until all of the Obligations have been satisfied in full, it will not enter into any agreement (other than agreements that do not materially adversely affect the value of the Trademarks), including without limitation, license agreements or options, which are inconsistent

with Pledgor's obligations under this Agreement or any obligations under the Loan Agreement or which restrict or impair Agent's rights hereunder.

(b) If Pledgor shall acquire or hold any new Trademarks not listed on Schedule A attached hereto ("Additional Trademarks"), then (i) the provisions of this Agreement shall be deemed to automatically apply thereto and such Additional Trademarks shall be deemed part of the Trademarks, (ii) Pledgor shall give Agent prompt written notice thereof, and (iii) Pledgor shall promptly deliver to Agent with respect to such Additional Trademarks, a Supplement to Trademark Security Agreement in the form attached hereto as Exhibit 1, duly completed and executed by Pledgor and accompanied by a fully completed Schedule A-1 with respect to such Additional Trademarks. Each Schedule A-1 attached to each such Supplement to Trademark Security Agreement shall be incorporated and become a part of Schedule A attached hereto and all references to Schedule A contained in this Agreement, the Loan Agreement, or any other Loan Documents shall be deemed, for all purposes, to also include each such Schedule A-1.

5. So long as this Agreement is in effect and so long as Pledgor has not received notice from Agent that an Event of Default has occurred and is continuing under the Loan Agreement and that Agent has elected to exercise its rights hereunder, Pledgor shall continue to have the exclusive right to use the Trademarks and Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else. <sup>4</sup>

6. Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Agent.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Pledgor hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default under the Loan Agreement and while such Event of Default exists, Pledgor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all of the Obligations are satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Agent, for the ratable benefit of Lenders and Issuing Bank, shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all of the Obligations, Agent on behalf of Lenders and Issuing Bank shall execute and deliver to Pledgor all documents reasonably necessary to terminate Agent's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent 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 all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at either the Base Rate Option or the rate prescribed in Section 2.6(c) of the Loan Agreement applicable to the Revolving Credit.

12. Subject to the terms of the Loan Agreement and except with respect to such Trademarks that the Pledgor reasonably determines are not material to its business, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter, until all of the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Agent, Pledgor shall make federal application on registrable but unregistered trademarks belonging to Pledgor. Any reasonable expenses incurred in connection with such applications shall be borne by Pledgor. The Pledgor shall not abandon any Trademark (except such Trademarks that the Pledgor reasonably determines are not material to its business) without the prior written consent of the Agent.

13. Pledgor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Agent, in its capacity as agent, may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs

and expenses, including attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent in full for all reasonable costs and expenses, including attorneys' fees, incurred by Agent on behalf of Lenders and Issuing Bank in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Pledgor and Agent and/or Lenders and/or Issuing Bank, nor any failure to exercise, nor any delay in exercising, on the part of Agent and/or Lenders and/or Issuing Bank, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Lenders' rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Pledgor and Agent and/or Lenders and/or Issuing Bank or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

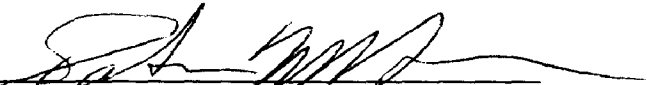
18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania, without regard to its otherwise applicable principles of conflicts of laws.


19. Pledgor and Agent each waives any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, the day and year first above written.

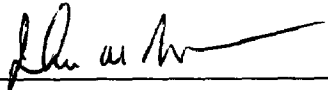
**Keystone Retaining Wall Systems, Inc.**

By:   
Name: PATRICK M. HARLOW  
Title: PRESIDENT

Attest:   
Name: JAMES MOYLE  
Title: CHIEF FINANCIAL OFFICER

Approved and Accepted:

**Mellon Bank, N.A.**, as Agent  
on behalf of Lenders and Issuing Bank

By:   
Name: J. M. DePledge  
Title: Vice President



CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF \_\_\_\_\_ : SS  
COUNTY OF \_\_\_\_\_ :

On this 21<sup>st</sup> day of December, 1999, before me personally appeared  
PATRICK M. HARLOW, who being duly sworn, deposes and says that he/she is the  
PRESIDENT of KEYSTONE RETAINING WALL SYSTEMS, INC., the corporation described in the foregoing  
document, that he/she in such capacity as officer of said corporation is authorized to execute on  
behalf of the said corporation the foregoing document for the purposes contained therein, and  
that he/she is the person whose name and signature is subscribed to the foregoing document.



Joan E. Rudolph  
Notary Public  
My commission expires: 1/31/2005

**Keystone Retaining Wall Systems, Inc.**  
**Trademarks**

**U.S. TRADEMARKS**

| <b><u>Trademark Name</u></b>                                | <b><u>Registration Number</u></b>        | <b><u>Filing Date</u></b> |
|---|--|---------------------------|
| ARBOR STONE   | 2232524                                  | 3/16/1999                 |
| EDGE ROCK   | 2008512                                  | 10/15/1996                |
| EDGE ROCK &<br>Design                                       | 2010139                                  | 10/22/1996                |
| HERITAGESTONE   | 2356217                                  | 5/12/1998                 |
| KEYSTONE<br>RETAINING WALL<br>SYSTEMS, INC.                 | 1847535                                  | 8/2/1994                  |
| KEYSTONE<br>RETAINING WALL<br>SYSTEMS THE FIRST.<br>TO LAST | 2290787                                  | 11/9/1999                 |
| KEYWALL   | Requested. (Application number pending.) |                           |
| LEGACY STONE  | 2072726                                  | 6/17/1997                 |
| SEDONA STONE  | Requested. (Application number pending.) |                           |

**CANADIAN TRADEMARKS**

|                                       |        |           |
|---------------------------------------|--------|-----------|
| GARDEN WALLS                          | 468952 | 1/17/1997 |
| KEYSTONE<br>RETAINING WALL<br>SYSTEMS | 386562 | 7/12/1991 |

**EXHIBIT 1**  
**Supplement to Trademark Security Agreement**

This Supplement to Trademark Security Agreement ("Supplement"), dated \_\_\_\_\_, \_\_\_\_\_, is entered into by **Keystone Retaining Wall Systems, Inc.**, a Minnesota corporation ("Pledgor"), with an address of 4444 W. 78<sup>th</sup> Street, Bloomington, Minnesota 55435, and delivered to Mellon Bank, N.A., as Agent ("Agent"), with an address of 1735 Market Street, 6<sup>th</sup> Floor, Philadelphia, Pennsylvania 19103, on behalf of Lenders (as defined below) and Issuing Bank (as defined below).

**Background**

A. This Supplement is being delivered in connection with that certain Amended and Restated Loan and Security Agreement, dated February 19, 1997, by and among Pledgor and each other Borrower (as defined therein), Agent, certain lenders who from time to time are party thereto (collectively, "Lenders"), and Mellon Bank, N.A., as issuer of letters of credit thereunder ("Issuing Bank"), as amended, supplemented, restated, replaced, or otherwise modified, from time to time ("Loan Agreement"), and that certain Trademark Security Agreement, dated December \_\_\_, 1999, by and between Pledgor and Agent on behalf of Lenders and Issuing Bank, as amended, supplemented, restated, replaced, or otherwise modified from time to time ("Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. Pursuant to the Loan Agreement and the Trademark Security Agreement, Pledgor granted to Agent a lien on and security interest in all of Pledgor's Trademarks (as defined therein).

C. Pledgor has acquired certain additional trademarks, servicemarks and tradenames as set forth on Schedule A-1 attached hereto and made part hereof (collectively, "Additional Trademarks"). Pledgor and Agent desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming Agent's lien on and security interest in the Additional Trademarks, as more fully set forth in the Trademark Security Agreement and for recording in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Pledgor grants a lien and security interest to Agent, for the ratable benefit of Lenders and Issuing Bank, in all of its present and future right, title and interest in and to the Additional Trademarks, together with all the goodwill of Pledgor associated with and represented by the Additional Trademarks, and the registration thereof and the right

(but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Loan Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Loan Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule A to the Trademark Agreement (and Schedule A to Exhibit 2 of the Trademark Agreement) is hereby supplemented by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the Loan Agreement, Trademark Security Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

**Keystone Retaining Wall Systems, Inc.**

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

Name:

Title:

Attest: \_\_\_\_\_

Name:

Title:

[SIGNATURES CONTINUED ON NEXT PAGE]

Approved and accepted:

**Mellon Bank, N.A.**, as Agent  
on behalf of Lenders and Issuing Bank

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

Name:

Title:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF \_\_\_\_\_ : SS  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_ day of \_\_\_\_\_, 1999, before me personally appeared \_\_\_\_\_, who being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**SCHEDULE A-1**  
**Trademarks**

| <b>PENDING TRADEMARK APPLICATIONS</b> |                           |                    |                |
|---------------------------------------|---------------------------|--------------------|----------------|
| <b>Trademark</b>                      | <b>Application Number</b> | <b>Filing Date</b> | <b>Country</b> |
|                                       |                           |                    |                |
|                                       |                           |                    |                |
|                                       |                           |                    |                |
|                                       |                           |                    |                |

| <b>REGISTERED TRADEMARKS</b> |                            |                          |                |
|------------------------------|----------------------------|--------------------------|----------------|
| <b>Trademark</b>             | <b>Registration Number</b> | <b>Registration Date</b> | <b>Country</b> |
|                              |                            |                          |                |
|                              |                            |                          |                |
|                              |                            |                          |                |
|                              |                            |                          |                |

**EXHIBIT 2**  
**Trademark Assignment**

WHEREAS, **Keystone Retaining Wall Systems, Inc.**, a Minnesota corporation ("Pledgor") is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule A attached hereto and made a part hereof ("Trademarks"), which are registered in the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable; and

WHEREAS, \_\_\_\_\_ ("Grantee") having a place of business at \_\_\_\_\_ is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith. No rights or duties of any kind are intended to be granted or conferred upon Grantee unless and until this Trademark Assignment is recorded with the United States Patent and Trademark Office and/or The Registrar of Trade-marks in Canada, as applicable.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Keystone Retaining Wall Systems, Inc.**

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
As Attorney-in-fact



CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF \_\_\_\_\_ : SS  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, who being duly sworn, deposes and says that he/she is the attorney-in-fact on behalf of \_\_\_\_\_, the corporation described in the foregoing document, that he/she in such capacity as attorney-in-fact of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**SCHEDULE A**  
**Trademarks**

| <b>PENDING TRADEMARK APPLICATIONS</b> |                           |                    |                |
|---------------------------------------|---------------------------|--------------------|----------------|
| <b>Trademark</b>                      | <b>Application Number</b> | <b>Filing Date</b> | <b>Country</b> |
|                                       |                           |                    |                |
|                                       |                           |                    |                |
|                                       |                           |                    |                |
|                                       |                           |                    |                |

| <b>REGISTERED TRADEMARKS</b> |                            |                          |                |
|------------------------------|----------------------------|--------------------------|----------------|
| <b>Trademark</b>             | <b>Registration Number</b> | <b>Registration Date</b> | <b>Country</b> |
|                              |                            |                          |                |
|                              |                            |                          |                |
|                              |                            |                          |                |
|                              |                            |                          |                |

POWER OF ATTORNEY

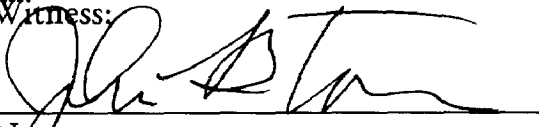
The undersigned, **Keystone Retaining Wall Systems, Inc.**, a Minnesota corporation ("Pledgor"), executes and delivers to **Mellon Bank, N.A.**, as Agent, its successors and assigns, and any officer or agent thereof ("Grantee") this Power of Attorney pursuant to that certain Amended and Restated Loan and Security Agreement, dated February 19, 1997, by and among Pledgor and each other Borrower (as defined therein), Agent, certain lenders who from time to time are party thereto (collectively "Lenders"), and Mellon Bank, N.A., as issuer of letters of credit thereunder, as amended, supplemented, restated, replaced, or otherwise modified, from time to time ("Loan Agreement").


Pledgor hereby authorizes Grantee as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement, of even date herewith, by and between Pledgor and Grantee (as amended, supplemented, restated, superseded or replaced from time to time, "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

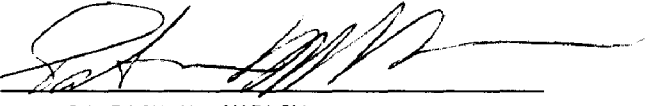
Any action taken pursuant hereto is intended to be so given or taken pursuant to the Loan Agreement. Pledgor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This Power of Attorney shall be irrevocable for the life of the Trademark Agreement.

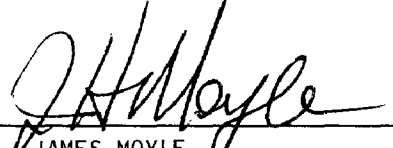
IN WITNESS WHEREOF, the Pledgor has executed this Power of Attorney on this 22 day of December, 1999.

**Keystone Retaining Wall Systems, Inc.**

Witness:  
  
Name:

  
Name:

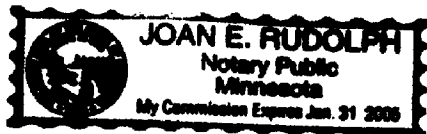
By:   
Name: PATRICK M. HARLOW  
Title: PRESIDENT

Attest:   
Name: JAMES MOYLE  
Title: CHIEF FINANCIAL OFFICER

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF \_\_\_\_\_ : SS  
COUNTY OF \_\_\_\_\_ :

On this 21<sup>st</sup> day of December, 1999, before me personally appeared  
PATRICK M. HARLOW, who being duly sworn, deposes and says that he/she is the  
PRESIDENT of KEYSTONE RETAINING WALL SYSTEMS, INC., the corporation described in the foregoing  
document, that he/she in such capacity as officer of said corporation is authorized to execute on  
behalf of the said corporation the foregoing document for the purposes contained therein, and  
that he/she is the person whose name and signature is subscribed to the foregoing document.



Joan E. Rudolph  
Notary Public

My commission expires: 1/31/2005